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Nos. 84-1493 and 84-1509

In the Supreme Court of the United States

OCTOBER TERM, 1985

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

FINANCIAL INSTITUTION EMPLOYEES OF AMERICA, LOCAL 1182, CHARTERED BY UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, ET AL.

SEATTLE-FIRST NATIONAL BANK, PETITIONER

v.

FINANCIAL INSTITUTION EMPLOYEES OF AMERICA, LOCAL 1182, CHARTERED BY UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, ET AL.

ON WRITS OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

JOINT APPENDIX

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PETITIONS FOR CERTIORARI FILED MARCH 21, 1985 (NO. 84-1493) AND MARCH 25, 1985 (NO. 84-1509)
CERTIORARI GRANTED MAY 13, 1985

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June 19, 1978—Petition filed (Case No. 19-AC-23)

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April 5, 1979—Decision and Amendment of Certification (Case No. 19-AC-23)

May 8, 1979—Charged filed (Case No. 19-CA-11364)

May 21, 1979—Complaint issued (Case No. 19-CA-11364)

May 31, 1979—Answer filed (Case No. 19-CA-11364)

June 6, 1979—General Counsel's Motion for Summary Judgment (Case No. 19-CA-11364)

June 19, 1979—Order transferring Case to the Board and Notice to Show Cause (Case No. 19-CA-11364)

June 29, 1979—Response of Respondent Seattle-First National Bank to Notice to Show Cause on Motion for Summary Judgment (Case No. 19-CA-11364)

July 17, 1979—General Counsel's Motion for Name Change (Case No. 19-CA-11364)

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October 4, 1979—Petition for Review filed by Seattle-First National Bank in the United States Court of Appeals for the Ninth Circuit, Docket No. 79-7515

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December 8, 1982—Petition for Review filed by Financial Institution Employees of America in the United States Court of Appeals for the Ninth Circuit, Docket No. 82-7736

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December 26, 1984—Order Denying Petition for Rehearing and Rejecting Suggestion for Rehearing En Banc (No. 82-7736)

January 2, 1985—Order Amending Order Denying Petition for Rehearing and Rejecting Suggestion for Rehearing En Banc (No. 82-7736)

March 21, 1985—Petition for Certiorari filed by National Labor Relations Board (No. 84-1493)

March 25, 1985—Petition for Certiorari filed by Seattle-First National Bank (No. 84-1509)

May 13, 1985—Orders granting certiorari and consolidating cases (Nos. 84-1493 and 84-1509)

EXCERPTS FROM TRANSCRIPT OF HEARING IN BOARD CASE NO. 19-AC-23

* * * *

[10] WITNESS JERRY ARD

* * * *

Q. (By Mr. Wendel) Ms. Ard, whom are you presently employed by?

A. Local 1182.

Q. And what is your position?

A. I'm President.

Q. Did you at one time work for Seattle-First National Bank?

A. Yes, I did.

* * * *

[11] Q. And did you hold—while you were an employee of the Bank, did you hold any position with the—with First Bank Independent Association?

A. Yes, I did.

Q. And what position was that?

A. I became an executive council member of the F.I.E.A. in April or May of 1973.

Q. Could you explain for us what the Executive Council is?

A. The Executive Council of the Union is composed of a statewide—of three statewide offices and six regional vice presidents, and each region is further broken down depending on the number of members within a region and the total number of council being 33 or 34, depending on the way it was structured at various times, and I was one of those council members, a proportional representative.

Q. And you said you went on leave from the bank at what time?

A. In October of 1974.

Q. What position did you assume with the union at that time?

A. President.

Q. And have you been president since that time?
A. Yes.

* * * *

[13] HEARING OFFICER: The parties, at this time, will take up the issue of the history of bargaining and unit. Ms. Ard will then be subject to recall.

At this point, then, will the parties agree and stipulate that there is a history of collective bargaining among the employees of Seattle-First National Bank as follows: To wit: On November 30, 1970, First Bank Independent Employees Association was certified as the exclusive bargaining representative of the employees of Seattle-First National Bank in a unit described as all employees of Seattle-First National Bank at all of its locations and places of business within the State of Washington excluding professional employees, confidential employees, management trainees and supervisors and guards, as defined in the Act. Subsequent to this certification, the Employer negotiated and executed collective bargaining agreements with the certified union, First Bank Independent Employees Association, the most recent agreement having expired on October 30, 197[7]. No new agreement has yet been negotiated.

On June 19, 1978, the Financial Institution Employees of America, Local 1182, chartered by Retail Clerks International Union, AFL-CIO, filed the petition, the purpose of which was to change the name of the certified labor organization from First Bank Independent Association to the name of [14] the Petitioner.

Does Employer so stipulate?

MR. HUTCHESON: The Employer so stipulates.

HEARING OFFICER: And does the Petitioner so stipulate?

MR. WENDEL: So stipulates.

HEARING OFFICER: That stipulation is received.

Will the parties agree and stipulate that the appropriate unit is as follows: all employees of the Seattle-First National Bank at all of its locations and places of

business within the State of Washington excluding professional employees, confidential employees, management trainees, supervisors, and guards, as defined in the Act.

Do you so stipulate, Mr. Hutcheson?

MR. HUTCHESON: Employer so stipulates.

HEARING OFFICER: Mr. Wendel?

MR. WENDEL: So stipulates.

HEARING OFFICER: That stipulation is received.

* * * *

[15] Q. When was the first collective bargaining agreement negotiated with the Employee organization at First Bank?

A. The first one, to my knowledge, was 1969, January, I believe, of that year.

Q. And what was the name of that Employee organization with whom that contract was negotiated?

A. I believe its name was First Bank Employees Association, the acronym was FBEA.

[16] Q. Was there ever an affiliation vote conducted within that organization to affiliate with another labor organization?

A. Yes, there was.

Q. And approximately when did that vote occur?

A. About May of 1970.

Q. With what organization?

A. The Marine Engineers Benevolent Association.

Q. And who was eligible to vote in that election?

A. Members of the F.B.E.A.

Q. And how many employees in the unit at that time were members of the Association?

O. I believe around a thousand.

Q Do you have any idea what percentage that was?

A. I understood it to be about a third of the employees.

Q. And what was the result of that vote?

A. The affiliation was ratified.

Q. Did the Bank recognize that affiliation?

A. I'm not certain whether they did or not because I do know that members of the representatives of MEBA were present at the bargaining table with the Employer but I don't know if any sessions were actually held after the affiliation or not.

Q. Did another labor organization appear on the scene at that time?

A. Yes.

Q. What organiaztion was that?

[17] A. First Bank Independent Employees Association.

Q. And what occurred at that time?

A. It demanded recognition from the Employer as the bargaining unit representative.

Q. And what position did the Bank take?

A. The Bank went to the Board to determine who was the bargaining representative.

Q. And was there a Board election at that time?

A. Yes, there was.

Q. And what labor organizations participated?

A. First Bank Independent Employees Association, MEBA— and MEBA.

Q. And what were the results of that election?

A. First Bank Independent Employees Association won that election and was certified.

* * * *

[18] Q. * * * Did FIEA negotiate any contracts with the Bank?

A. Yes.

Q. And when were those contracts re-negotiated?

A. When were they negotiated? In 1971, for a term of three years, and one was negotiated in 1974, also for a three-year term.

Q. Sometime after FIEA came into existence, was certified by the Board, was there another affiliation vote that occurred within that unit?

A. Yes, there was.

Q. When did that occur?

O. In August of 1974.

Q. And with what unit was that affiliation vote held?

A. The Office and Professional Employees International [19] Union.

* * * *

[21] Q. Could you tell us what the results were?

A. Yes, over two-thirds of the members cast a ballot in that election. 59% of those voting voted yes.

Q. Did—under the constitution at that time, did the affiliation then take place?

A. No, it required that of those casting ballots, two-thirds must vote yes to be ratified.

Q. And how many did it require had to cast ballots?

A. Two-thirds also.

Q. After that affiliation vote occurred, were there any further discussions within the union about affiliation?

A. Yes, there was.

Q. And can you tell us when those—when and within what body those discusions occurred?

A. The Executive Council, I believe, in its very—the Council meeting in October of '74 began its pianning toward contract negotiations in 1977, and it was—it was felt by the Council that affiliation should be clearly a viable option of the union, and it was—a committee report was received by the council and approved that the constitution be modified on affiliation elections to make passing of the affiliation easier. This was discussed in a number of subsequent council meetings and, in November of 1975, the Council decided on amendment to the constitution and this was discussed [22] in a unit rep seminar, November 1975, and then voted on in December.

Q. Could you explain to us what the unit reps are?

A. Unit representatives are the equivalent of shop stewar[d]s, each work location or in the very large locations, each separate department is entitled to a unit representative.

Q. Was there a constitutional change that occurred in 1975?

A. Yes, there was.

Q. And when did that occur?

A. It was December, was the election.

Q. And what was that change?

A. It was——

Q. Or what were the changes?

A. Well, there was a total of six changes but the secret ballots were required so I'm—the member in good standing clause re-defined and the affiliation ratification percentages were changed to 60% of the members must cast ballots to validate the election, and of those voting, a simple majority would ratify.

* * * *

[25] Q. In 1977, could you tell us what discussions occurred within the executive council about affiliations?

* * * *

[27] A. Yes, it was—what the council discussed and aimed towards was that we might have a rather protracted contract negotiations and possibly need extensive legal assistance and [28] we were not in a financial position to sustain a fight like that, and the Bank had already made some reference to secession of dues check-off, so this was a concern in our minds, so the executive council empowered the bargaining team to begin to constitute itself into a search committee to examine the unions for the possibility of affiliation.

Q. And how many members were on this bargaining committee?

A. There were five regular committee members, myself, and five council members, plus a staff member, Nancy Holland, plus two alternates who were also council members. The total committee was eight people.

Q. Can you explain to us what the committee did at that time?

A. Yes, they drafted up a tentative list of labor unions and did some research on them, and then began talking to some of those on their list.

* * * *

[29] Q. And could you just tell us briefly what those discussions entailed?

A. First of all, they concentrated on the structure of our organization and the union, and we were looking to see that the structure would be compatible and the degree of autonomy, which was a high priority in our list. We described in some detail our bargaining situation and the problems that we anticipated to get a contract, and the anticipated legal costs in that area. And we discussed our financial structure, our dues structure, you know, being not compatible with any international unions.

Q. Did the committee then make a report to the executive council?

A. Yes, they did.

Q. When did they report to the council approximately?

A. I believe that the first report was like—it was in September of '77, the preliminary report.

Q. And the second report?

[30] A. In the council meeting of October, which was more detailed.

Q. And what happened at the October meeting?

A. Council decided it was time for the Bargaining Committe to negotiate the proposed affiliation agreement and make a recommendation to the council, and so the bargaining committee was so empowered.

Q. And what happened after that meeting?

A. The bargaining committee met and went—we went over our list and decided upon the Retail Clerks International Union, and decided to do them—to approach them for a proposed affiliation agreement.

Q. And was there a vote within the committee on that recommendation?

A. Yes, there was.

Q. And what was that vote?

A. Eight votes in favor of it and no opposed.

Q. And did the representatives of FIEA then meet with representatives of the R.C.I.U.A.?

A. Yes.

Q. When did that meeting occur?

A. It was toward the end of November, November 25th or 26th, I believe.

Q. And who was present for FIEA at that meeting?

A. William Wynn, International President; George Murphy, [31] General Counsel for the Retail Clerks, and International Vice Presidents Don Hofer, J. Fulman, and Tom Rouso.

Q. I show you a letter dated December 27th from William Wynn to Jerry Ard.

Does this letter embody the—well, let me rephrase the question.

Was an agreement reached about some of the conditions of the affiliation at that November meeting?

A. Yes.

Q. Does this letter embody the terms of those conditions?

A. Yes.

MR. WENDEL: I'd like to mark this as Petitioner's Exhibit No. 3 and move its admission into Evidence.

[Petitioner's Exhibit 3 received.]

Q. (By Mr. Wendel) How did the terms of the agreement you arrived at with the R.C.I.U. compare with what you had been authorized to negotiate by the executive council?

[32] A. They were within those limitations.

Q. Was this affiliation proposal then presented to the Council?

A. Yes, it was.

Q. And was it discussed within the council?

A. Yes, it was.

Q. Was a vote taken?

A. Yes, there was.

Q. And what was the result of that vote?

A. The council members present unanimously supported the recommendation for the affiliation on those terms.

Q. Were union—were reps—were meetings held thereafter with the unit representatives of the union?

A. Yes, there were.

* * * *

[33] Q. On what dates were those meetings held?

A. January 6th through 8th.

Q. What was discussed at those meetings?

A. We discussed the proposed affiliation and the terms of the affiliation, and we discussed the affiliation election procedures.

Q. Was there any discussions in terms of who was eligible to vote?

A. Yes, there was a lengthy discussion in that area.

Q. And what were the instructions the union representatives [34] were given?

A. They were informed that nonmembers would be allowed to join the union up until January 19th, and be able to vote. They were also further instructed they were to contact all non-members in their work locations and afford them the opportunity to join.

* * * *

[35] Q. (By Mr. Wendel) Ms. Ard, you referred to a letter that was given out to unit representatives at that meeting and also was being mailed to unit employees.

[36] I hand you what has been marked as Petitioner's No. 6 and ask you if that is a copy of that letter?

A. Yes, it is.

Q. Was that also mailed to all unit employees?
A. Yes, it was.

[Petitioner's Exhibit 6 received.]

* * * *

[37] Q. (By Mr. Wendel) Ms. Ard, I'd like to show you what has been marked as Petitioner's No. 8, and ask you if you recognize that?
A. Yes, I do.
Q. What was done with that?
A. It was mailed to all bargaining unit employees.
Q. And is there a reference in there to when non-members would have to join to be eligible to vote?
A. Yes, there is. Yes, it's on the second page.

[Petitioner's Exhibit 8 received.]

* * * *

[45] Q. When was the eligibility for the affiliation vote decided?
A. The end of December 1977.
Q. And how was that decided?
[46] A. We talked about this at our council meeting prior to that time and as to what all the legal questions on eligibility and the exact scheduling of the election and so forth, and that was the council empowered the bargaining committee to actually make those final decisions depending on the legal advice we received. And, accordingly, we made our decision at the end of December, based on that legal advice.
Q. I'm not sure I asked you this but who made the decision on voting eligibility?
A. The bargaining committee.

* * * *

Q. Can you tell us what that standard was?
A. Yes, we—anybody that had been previously on dues check-off was still, you know, considered a member in good standing. Those that joined later had to join and pay their $4.00, or their first month's dues, and we kept that open, their joining period. This is where it

was different than the strike election. We kept that joining period open until January 19th.

Q. Who was used to run the election? What organization actually conducted the election?

A. Public Employee Relations Commission.

* * * *

[49] Q. Let me ask you a question I may have asked but I'm not sure.

Persons who had to join by January 19th, what did they have to do in order to become members, to be eligible to vote?

A. They had to sign a card saying they wanted to be members of F.I.E.A. and pay their first month's dues.

Q. And what amount?

A. $4.00.

Q. How many new members were picked up as a result of that?

A. I believe 132.

* * * *

[53] (By Mr. Wendel): Ms. Ard, did—after the notification from PERC as to the results of the affiliation vote, did First Bank Independent Employees Association apply for a charter from the R.C.I.U.?

A. Yes, we did.

* * * *

[54] Q. (By Mr. Wendel) Ms. Ard, I'd like to have you—to show you this framed document which says Retail Clerks International Union.

Is that a copy of the charter you received from the International?

A. Yes, it is.

Q. Is the document which has been marked as Petitioner's No. 17 a copy of the wording of that charter?

A. Yes, it is.

[Petitioner's Exhibit 17 received]

* * * *

[57] Q. (By Mr. Wendel) Ms. Ard, who were the officers of the [58] union prior to the affiliation vote?

A. State-wide officers were myself as President, Cathy Keene, Treasurer, and Sharon Nelson as Secretary.

Q. And who were the officers immediately after the charter was issued to the union?

A. The same.

Q. Have any changes occurred in those officers since the issuing of the charter?

A. Yes.

Q. Could you tell us what those were?

A. Cathy Keene has left the union and is employed elsewhere and she in her position was replaced.

Q. By whom?

A. Linda Garman.

Q. And how was Linda Garman selected?

A. By appointment of the executive council.

Q. Any other changes?

A. Well, presently, Sharon Nelson has left the bank, the secretary and her position—there has not been a council meeting and her position is not filled.

Q. Where was the physical office of the union located prior to the affiliation?

A. 1331 Third Avenue.

Q. And where is the physical office located since the affiliation?

[59] A. Same address.

Q. Same place?

A. Same, yes.

Q. And in what name were the bank accounts prior to the affiliation?

A. First Bank Independent Employees Association.

Q. And how many people had to sign to withdraw money from those accounts?

A. Two people.

Q. And who were those persons?

A. Myself and the treasurer, and one other council member as approved by the executive council.

Q. Under what name are the bank accounts since the affiliation?

A. Financial Institution Employees of America. Some of our accounts have not yet been transferred because they are being consolidated.

Q. In—the cases—in the cases of those where the name has been changed, who has to sign to withdraw the funds?

A. Two signatures, still; representing the same offices, but actually different individuals because the officers have changed.

Q. And in the case of those accounts where you are in the process of consolidating them but they have not yet been changed, who signs for withdrawal of money from those accounts?

[60] A. The same people.

Q. And does the International have any ability to withdraw any money from your accounts?

A. No.

Q. Does the International have any control over those accounts?

A. No.

Q. Prior to the affiliation, how many permanent staff members did you have?

A. Four.

Q. And since the affiliation, how many permanent staff members do you have?

A. Four.

Q. Is it—is it the same four or a different four?

A. There is one different person because Cathy Keene was a staff member.

Q. Prior to the affiliation, what were your dues—was the dues structure of the union?

A. It was a graduated scale with the maximum being $4.00 per month.

Q. Today, what's the dues structure?

A. It is the same, a maximum of $4.00 per month.

Q. Earlier, we introduced an exhibit which was entitled "First Bank Independent Employees Association Constitution" which was [Petitioner's Exhibit 2].

[61] Do you still function under those bylaws?

A. Yes, we do, except where in it might conflict with the International Union's constitution.

Q. And what would happen in that case?

A. Then, we would obviously have to check the International Union about that and consult the executive council.

Q. Are new bylaws going to be drawn up?

A. We are looking at the International—we have a Bylaw Committee to examine that right now.

Q. Have there been any instances as of yet where there's been any conflict between your old constitution and the International constitution?

A. No.

Q. Prior to the affiliation vote, what kind of aid or assistance did you receive from the Retail Clerks International Union?

A. We received legal assistance—let's see, basically we received legal assistance.

Q. And who assisted you in that regard?

A. Jim Webster, Attorney.

Q. Since the affiliation, what type of assistance have you received from the International?

A. Continuing legal assistance and three staff, International staff members, have been assigned to work for us.

Q. And who did you receive legal assistance from?

[62] A. Continuing from Jim Webster and also from the International General Counsel office.

Q. And the three staff people that are assigned to work with the union, what type of assistance do you receive from them?

A. They do membership service work.

Q. Has the International ever interfered, since their affiliation, in any action that you as President or the Council, the Executive Council, has desired to take?

A. No.

Q. Has the local union been involved in any organizational campaigns or initiated any campaigns since the affiliation?

A. We have not initiated any.

Q. What activities have you been involved in?

A. Well, we have received certain organizing contacts which we have turned over to the International union. Also, two of our staff members have attended organizing meetings conducted by another Retail Clerks' Local.

Q. Which Local was that?

A. Local 1001.

Q. Who is Jim Webster employed by?

A. He is employed by Local 1001.

Q. Since the affiliation, have any grievances been processed by the Bank?

A. Yes.

[63] Q. Which grievances were those?

A. Rob Kallam, Peggy Gull, were two grievances that they processed subsequent to that time.

Q. And who was present at those for the union?

A. I was in both instances, and in the Rob Kallam grievance, Jim Webster also represented the union.

* * * *

[64] Q. Since the affiliation vote, what has been the source of income to the Local Union?

A. Membership dues.

Q. Has there been any other source of income to the Union?

A. No.

* * * *

[65] Q. * * * To change the subject or to go back to something we covered earlier, I showed you—we have introduced into evidence a number of exhibits which

were mailings made by the Union, some to members and some to all employees.

Can you tell us the procedure that was used for mailing those, who actually mailed them out?

A. We used a mailing bureau to handle our mailings and we deliver the letters and the envelopes with our mailing lists and they would actually handle it from that, handle the mailing from that point, label the envelopes and send it out through the postoffice.

Q. And in the case of mailings to all employees, what list did you use?

A. We have—we have two lists, one for the members and one for non-members, and as to all employees, we would just take them to both lists.

* * * *

[66] Q. * * * Ms. Ard, did the Union use something called the hot line?

A. Yes.

Q. Could you explain what that was?

A. It was a recorder-telephone setup. We actually had two setups, one for labor calls and one for Watts line, Statewide Watts line.

Q. And what was the hot line?

A. It was a 60-second recording message, generally the same message on both the in-town and the out-of-town lines.

Q. And how was the existence—was its existence made known to the members?

A. Yes.

Q. And how was that accomplished?

A. We first entered negotiations, we publicized information both to members and I believe the non-members, and we also sent a packet of wallet cards to our representatives to distribute the phone numbers and we periodically republished the phone numbers.

Q. Where did you—where did you publish the numbers?

A. In our mailings to the employees.

[67] Q. Show you what's been marked Petitioner's Exhibit 23 which runs from 23(a) through (z), and ask you if these—can you identify what those are?

A. These are the drafts we used to give our—to do our recording on the hot line message.

Q. Would those drafts—were those the drafts you used when the recordings were made?

A. Yes. They are not exact transcripts because, in some cases, there would be, you know, stick in information on the meetings that would be different for Seattle from the out-of-town one, and, you know, sometimes just wouldn't read it exactly as written but that's what we did read off.

Q. How closely did you read off of those?

A. Usually, pretty closely.

[Petitioner's Exhibit 23(a)-(z) received.]

* * * *

[69] Q. How many at that time were on your Executive Council?

A. I cannot remember offhand how many vacancies we had on the council at that time. I believe there were about 26 or 27 council members at that time.

Q. And did you say, there's 21 names on the charter?

A. Yes.

Q. Was there any opposition from any of the people who were on the executive council whose names are not on there?

A. No.

Q. No opposition?

A. That's correct.

* * * *

[74] MR. WENDEL: I would also note that Mr. Hutcheson and I will enter into a stipulation that the number of employees in the Unit at the time of the affiliation vote in January 1978, was approximately 4,790.

MR. HUTCHESON: 4,790 is an acceptable figure for the size of the unit immediately before and immediately

after the affiliation election and the Employer will so stipulate.

HEARING OFFICER: And you would so stipulate too?

MR. WENDEL: I so stipulate.

HEARING OFFICER: The stipulation is received.

* * * *

[82] [Cross-Examination]

Q. You mentioned, aside from the mailings, that the membership meetings held at which the subject of affiliation was discussed, do you recall that testimony?

A. Yes.

* * * *

[84] Q. All right.

And these you characterize as membership meetings, correct?

A. Well, they were for all employees.

Q. Well, in fact, they were not attended primarily by members if not solely?

A They were not attended solely by members.

Q. But primarily by members, is that correct?

A. That's correct.

* * * *

[99] Q. (By Mr. Hutcheson) Ms. Ard, you testified that the sole source of revenue for Local 1182, the Petitioner, has been dues income, correct, of the members?

A. Yes, that's correct.

Q. Is that true also with respect to the independent union, prior to affiliation?

A. That's correct.

* * * *

[117] Q. Does not employer's Exhibit No. 5 refer to trade and—trade and jurisdic—trade and geographical jurisdictions that are substantially different from those contained in [118] the independent union's constitution?

A. They are different.

Q. And are not persons other than employees of the Seattle-First National Bank eligible for membership in Local 1182?

A. Yes, they are.

Q. They are eligible?

A. Yes.

Q. Is it not true that membership eligibility in the independent union as set forth in Article 3(a) of the constitution—is that membership not limited to employees of Seattle-First National Bank?

A. Yes.

Q. Located in—within the state of Washington?

A. Yes.

* * * *

[126] Q. Is the Petitioner, Local 1182, affiliated with the district council of Retail Clerks, as identified in the constitution?

A. Yes.

Q. Is the Petitioner, Local 1182, affiliated with a county labor council?

A. No.

* * * *

Q. (By Mr. Hutcheson) Will it be—do you intend to have Local 1182 affiliated with a county labor council?

A. Not in the foreseeable future.

Q. Isn't it true that the international constitution urges you to do so?

A. Yes.

Q. Is Petitioner, Local 1182, affiliated with the Washington State Labor Council?

A. Not directly.

Q. Is it affiliated through the district council?

A. I believe it may be.

Q. Is Petitioner, Local 1182—does it have a negotiating [committee?]

[127] A. Yes.

Q. Could you identify the members of that committee?

A. Yes, myself, Lucille Ward, Dick Smith, Laura Tieg, Nancy Holland and Linda Garmen.

Q. Does the Petitioner, Local 1182, have an elections committee?

A. We haven't had an election, so I really don't know.

Q. Has the Petitioner designated people to serve on a committee known as elections committee?

A. No.

Q. But such a committee did exist in the independent union?

A. Yes, although you perhaps misunderstand the designation.

Q. Is there not a reference in Article 11, paragraph (b) of the independent union's constitution, to an elections committee?

A. That's correct.

Q. So one did exist, did it not?

A. Oh, yes.

Q. Does Petitioner 1182 have a grievance committee formally designated as such?

A. No.

Q. One did exist under Article 11(d) of the Independent union constitution, correct?

A. One did not exist, no.

[128] Q. Did not?

Constitution called for one though, didn't it?

A. Yes.

Q. Did a board of appeal exist under Article Roman Numeral 12 of the independent constitution?

A. Under—you know, it's been so long since I've read that, but I believe that's a committee of the whole of the council, and anyway—something of that nature. It's never been enforced, activated by any appeal, so I really can't discuss that with any intelligence.

Q. Now, you have testified to a change—in fact, two changes in the treasurer's position, correct?

A. That's correct.

Q. And you have discussed—you have just testified to consolidation of the secretary and treasurer position, in title?

A. In title, yes.

Q. Is it not also true, since the affiliation there have been two new vice-presidents come onto the scene?

A. That's correct.

Q. Is it not also true there have been changes in what you call union representatives, unit representatives, or shop stewards, since the affiliation?

A. Oh, yes.

Q. Petitioner's current dues are how much per month?

[129] A. $4.00 per month on the graduated scale.

Q. Is the graduated scale still in existence?

A. Yes.

Q. Now, you're—Petitioner Local 1182 is currently operating under the International's constitution, correct?

* * * *

A. I believe my testimony is that we were operating under the independent constitution except where a conflict exists, when it conflicts with the International's constitution.

* * * *

[130] Q. (By Mr. Hutcheson) You testified that the three international staff members—the three International Union staff members assigned to your local following affiliation were performing membership service work.

* * * *

Q. Would you define for us membership service work?

A. Yes, they conduct membership meetings, assist the unit reps, basically the same work as our staff members in the field have always done.

Q. Now, there's some documentation that references to three additional such persons.

A. Pardon me?

Q. There's some documentation and some testimony that refers to three additional such persons.

[131 Do there exist other international representatives who perform this work, other than these three you had in mind?

A. Not at this time, no.

Q. All right.

So to make sure I understand your testimony, you said the international staff members perform services, essentially similar to those performed by local union staff members, correct?

A. That's correct.

Q. Are there other than those three individuals who work for the local, performing such services?

A. I think we've gotten assistance from time to time from others. No one currently.

Q. Can you identify, again, the names of those three individuals?

A. Currently, Mike Young, Dawn Cook and Walt Derry.

Q. Cook, Young? Dawn Cook?

A. Yes.

Q. Mike Young, and?

A. Walt Derry.

Q. Walt Derry.

And the current local staff members are whom?

A. Myself, Nancy Holland, Gene Hardy, Carol Miller.

Q. Carol Miller?

A. Um-hum.

[132] Q. What position does Carol Miller have?

A. She's a clerical employee with the union.

Q. Was she prior to affiliation?

A. No.

Q. So essentially, then, have you four, plus the three internationals, for a total of seven, and the majority of those are now different, performing those services since affiliation, rather than before?

Different individuals?

A. There's only one change on our staff.

Q. If you add the three to the four, you have seven performing the so-called membership services work.

Is it not true that four of the seven are different individuals who were not members of the staff, either directly or indirectly, prior to affiliation?

A. Not to split hairs, but only three of those perform membership service work, but four of them are different individuals.

Q. You said you were employed by Petitioner, right?

A. Yes.

Q. Does that mean Petitioner pays your salary?

A. Yes, Local 1182 pays my salary.

Q. Local 1182 pays your salary?

A. That's correct.

Q. Do you receive a salary from any other organization?

[133] A. No.

Q. Who is considered the employer of Nancy Holland?

A. Local 1182.

Q. Does she receive income from the international?

A. No.

Q. Who is the employer of—what was the name?

A. Gene Hardy.

Q. Gene Hardy.

A. Local 1182.

Q. Does she receive income from the international?

A. No, she doesn't.

Q. Same true of Carol Miller?

A. That's correct.

Q. Do any of the three international representatives receive anything from the local?

A. No.

* * * *

[141] Q. Has the international union at any time agreed to [142] provide you any subsidies in the future? Made any commitment to that effect?

A. They have committed themselves to examine the situation if we needed subsidies.

Q. Was there any condition to your negotiated agreement on affiliation that was discussed with the international representatives back in December of 1977, relating to subsidies?

Is that part of the deal?

A. The only thing, the non charging of the per capita t[a]x, I think is considered a subsidy, although it's just

based on cash income and it's not—it's basically a reimbursed expense. So that is a subsidy item, as far as the international is concerned.

* * * *

[153] WITNESS ELLIOTT WILLMAN

* * * *

Q. (By Mr. Wendel) Mr. Willman, what organization are you presently employed by?

A. Northwest Economic Council, Local 900, Retail Clerks International Union.

Q. And what is your position with that organization?

A. President.

[154] Q Did that organization, some time in the last few years affiliate with the Retail Clerks International Union?

A. Yes.

* * * *

[156] Q. Since the affiliation, has there been any action that the executive board wanted, or the membership at a meeting, indicated it wanted to take, which it was directed not to take by the International?

A. No.

Q. Since the affiliation, has the International ever directed your activities?

[157] A. No. They give us suggestions, but we're allowed to make the decision.

Q. Has the International ever directed you in any collective bargaining negotiations that you have been involved in?

A. No, they've never directed us. They've assisted us if we've requested help.

Q. Has the International president ever asked to see your contract proposals prior to submission to the membership?

A. No.

Q. Since the affiliation, have you raised your dues?

A. Yes. We've both raised and lowered our dues.

Q. Could you explain to us what happened in that regard?

A. Right. At the time of the affiliation, we had two dues rates. We had a $9.00 per month dues rate for employees under contract, and we had a $5.00 a month dues rate for employees not under contract, and so we raised the $5.00 due rate to $6.00, and the $9.00 dues rate stayed the same, except for part-time employees under contract, we lowered it from $9.00 to $6.00.

Q. Why did you make those changes?

A. The International constitution has a minimum dues rate of $6.00, and although we had been advised by the Vice-President Hofer that we could request a waiver and continue our $5.00 dues rate, we felt, for the dollar difference, we'd go ahead and change that one, and at the same time we lowered, [158] lowered the part-time dues rate to $6.00.

* * * *

[162] WITNESS DONALD J. HOFER

* * * *

Q. (By Mr. Wendel) Mr. Hofer, who are you presently employed by?

A. Retail Clerks International Union.

Q. And what position do you hold with them?

A. International Vice-President and Director of the Northwest Division.

[163] Q. And what geographical area does that division cover?

A. Six states, Washington, Oregon, Idaho, Montana, Wyoming, Alaska.

Q. Could you briefly tell us what your functions are in that position?

A. Well, to aid and guide, advise, help, local unions within the division. We have something like thirty some local unions in the division. To assist them bargaining, organizing, administratively.

* * * *

[165] Q. Mr. Hofer, are you the highest ranking representative of the International in the northwest area?

A. Yes.

Q. And what control do you exercise over the local unions in this area?

A. What control?

I don't have any control. Just to assist them and advise them and work with them. Usually it's a matter of the locals asking us for assistance. That's what we do. No control.

[166] Q Can you require the local to take any—engage in any activity that it did not want to engage in?

A. No.

Q. Can you explain to us the kind of subsidies that may exist, that the International may give to the local union?

A. Well, we have several different types of subsidies. You have an organizing subsidy. We have a membership service subsidy. Some subsidies run directly to help with some legal fees. Financial help—they vary. Most of them are for organizing subsidies.

Q. Who determines if a local union is to get a subsidy?

A. International president.

Q. Can you explain to us the procedure, how it's determined that the local is to get a subsidy?

A. Well, normally, the local will come to you and say look, we want to organize, using the organizing subsidy as an example. We want to organize, and we don't have enough money, we can't hire a person, or we can afford to pay a half of a person, and I'll sit down with them and review their financial situation and their targets for organizing, and if they can't afford to go the full bore on an organizer, we'll probably pay for all of it, or within some limitations.

Some cases we'll go on a back to back, where they pay half and we pay half, and after we get those fundamental facts down, then we—I make a recommendation

to the [167] International president we subsidize local so-and-so for three months—usually three months at a time. Renew it at that time if we think it's necessary, or if it's going to be productive.

Q. Is there any formula based on the membership in determining subsidies?

A. No.

Q. In the case where a local union affiliates with the International, independent union affiliates with the International, what by-laws or constitution does it operate under until—well, what by-laws—what constitution or by-laws does it operate under?

A. Well, they can operate under their own by-laws, unless they're in conflict with the International constitution. Now, those parts of their by-laws that are not in conflict, they can go ahead and use—you know, use them.

Q. Are they required to develop new by-laws which are submitted to the president?

A. Yes, We—after a certain period of time, we ask them to adopt local union by-laws and they have to be submitted to the International president for approval.

Q. I'm going to hand you what's been marked as Employer's Exhibit No. 1, which is a copy of the R.C.I.U. constitution, and I'm going to ask you questions about various provisions of that.

[168] A. All right.

Q. Turning first to 8(b), which is found on page 4.

A. Eight (b)?

A. Right.

Q. Eight (b), okay.

Q. Let me ask you first, how—when a local union goes on strike, could you tell us briefly what that process is used, what the procedure is when a local union goes on strike?

A. First the local union has to vote by its affected membership, to go on strike, by secret ballot. After they've done that, and I'm not sure it's two-thirds majority or not, but after they've done it, they advise me

office and request strike sanction. I then advise the International president that Local so-and-so has requested a strike sanction, and I set forth, you know, the number of people involved and some of the issues, and ask him to issue strike sanctions, subject to my final release, and then the local is notified that they have strike sanction, and subject to release from my office.

Q. In the normal situation, are those procedures followed by the local unions?

A. Yes.

Q. Are there instances where a local goes on strike where there is not a strike sanction from the International [169] president?

A. Yes.

Q. And what is the effect of a local union striking without first getting sanctions from the International president?

A. Well, I think it's—until that strike is sanction[ed] they are not eligible for strike benefits. Some locals have struck without it.

Q. Okay.

Now, turning to Section 8(b), now, could you explain to us what that section would—what that section refers to?

A. Well, pretty much what it says. I don't mean to be evasive, because I've never, in the twenty years that I've been an employee or elected official of the union, I've never seen it used, and I've served on the International executive board for three years, and I've never had it come up. I really don't know what the thinking was when it was legislated into the constitution. But it pretty well speaks for itself, but—

Q. Let—I'm sorry.

A. Well, we can't—the International executive board can't—we can authorize a strike, but we sure can't call one. The local union has to vote to strike.

Q. Okay.

[170] A. In other words, the International executive board cannot force a local union to go on strike.

* * * *

Q. Turning to Section 9 (k) on page 6, which is on trusteeship provisions, could you explain to us as best you understand, when a trusteeship would be imposed by the International?

A. Well, my limited experience with our trusteeships has been totally—not totally, but 99% of the time when there's been corruption in a local union, specially by an officer and funds are being misspent or stolen, or channeled what we feel is improper places, and in order to protect the resources of the membership, we've trusteed the local. It's something we really try to stay away from, if we can.

Q. Could you tell me, based on your last four or five years, how many trusteeships there have been imposed by the International?

A. Let's see, one, two, three—I can think of four, four trusteeships.

That's about—out of about 215 locals.

* * * *

[171] Q. Turning to Section 32(a), found on page 20.

A. Page 20?

Q. Yes, Section 32(a).

A. Yes, sir.

Q. Can you tell us what the purpose of this section is, whether it's ever been used?

Q. Well, the purpose, as I understand it—now, this is a contract proposal before it's submitted to the employer, as I understand 32(a), the purpose, it's submitted to the [172] International president, to make sure that that proposal is not inurious or used against other local unions or other groups of employees, a sweetheart deal, or whatever you want to call it, to make sure that standards are maintained.

Has it ever been used, not to my knowledge, and I was Director of Research and Education, Collective Bargain-

ing, and we never—any time I served in that position and all the time I served in the general office and as a staff negotiator, we never—it never was used.

* * * *

[Cross-Examination]

Q. (By Mr. Hutcheson) Mr. Hofer, did you say there were—how many local unions are in the International?

A. Well, there's probably, Mr. Hutcheson, now, I think, [173] probably, around 300, and I'm going to give you a wild guess, 340. Since the merger of the boot and shoe union, they brought in a—quite a few small local unions, and I just don't know the number, but at the time that I was acquainted with the trusteeships, it was a question, there was 214 or 15, or 205—I don't recall. They've merged and we've chartered new ones. It was over 200, though.

Q. But now there are over 300?

A. Now there are probably over 300 locals, because of the boot and shoe merger. I'm sorry, I just don't know, because they brought in several local unions, and not being in Washington when the merger took place, I don't recall the number.

Q. Your prior answer, you thought 340? Is that—

A. Could be—I'd say over 300. I'm sure they brought in at least a hundred local unions.

Q. Regarding the Northwest Division, which you oversee, can you identify any contracts, collective bargaining agreements that run between one of your locals and the —and a commercial bank?

A. No.

Q. Can you identify any contracts that run between a local you have in your organization and any other financial institution?

A. That could be difficult, because some of our stores have [174] a built in savings and loan in the s[to]re, and

in some places we represent those people, and that could be a financial institution. I just don't know, right now, which ones they are.

Q. You have have regular banks?

A. No, I don't have a bank, per se, as we know a bank, or a savings and loan, as we know them, but a lot of our stores have these cash and bank outlets in, our people work in.

Q. Aside from that, for the moment—putting aside the Petitioner, excluding the Petitioner's situation—

A. 1182?

Q. 1182. Do you have a local in your division that represents a barg[a]ining unit, anywhere, of banking employees?

A. No.

Q. All right.

A. Tried a few times, but—

Q. And how many local unions did you say are in your Northwest Division?

A. Well—

Q. Approximately 30?

A. The only reason I'm being hesitant—I think there's 30, we've merged some, it was 32, 31, somewhere —I'd say 30.

Q. As an International Vice-President and Director, and [175] directing your attention to Section 15 of the constitution.

A. What page?

Q. Page nine. Specifically Section 15(b) of Employer's Exhibit No. 1.

A. Um-hum?

Q. Could you tell us how many convention delegates, delegate votes have been assigned to Local 1182?

A. No, I can't, right now.

If you look at those, you'll see you take those convention delegates in the year preceeding the convention, and their membership at that time is held in—what do you call it? Attorneys have a word for it. In flux, and then

you—then you make your—at that point, and I think it's December of the year before the convention is held, you say your membership was so much at that time, and based on that membership will be how many delegates.

Q. That hasn't happened yet for this local?

A. No, no, and for any local. I coudn't tell you for any local, what their convention delegates would be.

* * * *

Q. (By Mr. Hutcheson) This just occurred to me. Could you give us an approximate number of how many [176] members of the Retail Clerks International Union there are?

A. You mean nationwide?

Q. Yes.

A. Maybe an approximation 750,000.

* * * *

Q. (By the Hearing Officer) Are there any employees who are not employees of Seattle-First National Bank, who are presently members of Local 1182?

A. I don't understand.

Q. As I understand it, Local 1182 can encompass other, members other than employees of Seattle-First National Bank, and my question is, are there any such members now?

A. Members other than employees of Seattle-First National Bank?

Q. Right.

A. No.

Q. All right.

Approximately how many members are there in your district?

A. Well, I watch that rather closely. I'd say we have right around fifty-five to 57,000 right now. Didn't check it this morning. But it's 55,000, and climbing.

* * * *

[198] WITNESS JERRY ARD, recalled

* * * *

HEARING OFFICER: * * * Ms. Ard, since affiliation, has the Petitioner, Local 1182, received any funds from any source other than dues?

THE WITNESS: No.

* * * *

[204] Q. [Mr. Hutcheson] Well, before the affiliation election was actually conducted, did the—the union was aware of the bank's position as to the voter eligibility, isn't that correct?

A. We were aware of it some time in January, I believe, the bank issued a statement. Second or third week of January.

Q. Isn't it not true that prior to the affiliation election, during discussions at the bargaining table, that bank representatives told union representatives that as far as the bank was concerned, under its understanding of Board law, that all employees in the bargaining unit should be given an unqualified opportunity to participate in the affiliation election?

A. I don't recall whether that was discussed at the bargaining table.

Q. It is—but you will admit, will you not, that the union was aware the—of the bank's position on this issue prior to the election?

A. Yes, we were.

Q. And it was the bank—the union's policy to limit voting opportunity to members, as you defined them?

A. Yes.

* * * *

[211] Q. (By Mr. Hutcheson) Prior to the attempted affiliation, who controlled the trade jurisdiction of Firstbank Independent Employees Association?

A. Under the constitution, the membership.

Q. Independent union controlled that, correct?

A. Um-hum.

Q. And the membership would control that, correct?

A. Yes.

Q. Trade jurisdiction of Local 1182 is controlled by the international union, is that not correct?

A. I don't know how to define the—it's different now. I don't know who control—how you say it's controlled.

Q. Doesn't the International Union constitution, as well as Mr. Wynn's letter to you of March, 1978, clearly state that the trade jurisdiction of the local union, Local 1182, will be defined by the International president, Mr. Wynn?

A. Yes.

Q. Prior to the attempted affiliation, who controlled the scope of geographic jurisdiction of the independent union?

A. The F.I.E.A. constitution.

Q. For who, though, would make that decision?

A. Membership.

Q. Of the independent union?

A. Hum.

[212] Q. But the geographic jurisdiction of Local 1182 is controlled by the International Union, correct?

A. I don't understand. I'm not an expert on the International constitution. I'm really not perhaps the right person to ask that question of.

Q. Doesn't it state in the third paragraph of Mr. Wynn's letter to you dated March 28, 1978, Employer's Exhibit No. 5, that the geographical jurisdiction of this local union, referring to Local 1182, shall encompass the City of Seattle, the State of Washington, or such area as may be determined from time to time by the Retail Clerks International Union?

A. Yes, it does.

Q. So the International Union determines the geographic jurisdiction of Local 1182?

A. It would so appear.

Q. Same is true of trade jurisdiction, right?

A. Yes.

Q. Before affiliation, Ms. Ard, could anyone who was a member of Firstbank Independent Employees Association have been disciplined for violating any constitutional laws of the International Union?

A. No.

Q. Could any independent union member have been disciplined for violating a collective bargaining agreement?

[213] Disciplined by the union?

A. I have not reviewed the discipline section of our constitution at some length. I know there are disciplinary provisions, never used.

Q. Handing you a copy of the independent constitution, Petitioner's Exhibit 2—

A. I believe I've got one here.

Q. Okay.

Can you—would you review the provisions, just quickly?

A. Okay.

It does not cite anything about violations of collective bargaining agreements.

Q. Could the—could an independent union member be disciplined for failing to pay dues, fines, assessments, fees or other financial obligations, to the union, in a timely manner?

A. Yes, they could, under Article 3. They could be suspended by action of the council, at least.

Q. You are referring to definition of members in good standing in Article 3(c)?

A. Yes.

Q. Where it states a member in good standing is not delinquent in the payment of dues and has not been suspended by action of the executive council?

[214] A. Yes.

Q. But doesn't say he can be suspended by the executive council for nonpayment of dues, does it?

A. No, it doesn't say that.

Q. And isn't it true the grounds for disciplining a member of the independent union appear in Article 13, paragraph (c), on page 10 of Petitioner's Exhibit No. 2?

A. Yes.

Q. Nowhere there does it state that a member may be disciplined for nonpayment of dues, fees, assessments, or what have you, does it?

A. No.

Q. Could an independent union member be disciplined for advocating withdrawal from an international union?

A. No.

Q. Could an independent union member be disciplined for attempting to bring about withdrawal from an international union?

A. I—you know, I presume that they could be under Article—under item 3 of Paragraph (c), because knowingly violating the policies and rules of F.I.E.A. duly promulgated, you know, I suppose, that's a pretty open language. I'm—you know, that—this sort of thing could open the door for that.

Q. Was there any policy or rule adopted by the independent [215] union, in accordance with its constitution, that prohibited a member from attempting to bring about withdrawal from an international union?

A. Well, people did vote to affiliate, and thereby brought themselves into the scope of the R.C.I.U., the International's constitution, so I would say yes.

Q. All my questions are prefaced as prior.

A. Prior?

Q. Prior to the affiliation election.

A. No.

Q. Is it not true that no independent member would be—or could be disciplined for attempting to bring about withdrawal from an international union?

A. That's correct.

Q. And again, prior to the affiliation election, could an independent union member be disciplined for criticizing or defaming an international union?

A. No. Good thing, too.

Q. Prior to the affiliation, could an independent union member be disciplined for working on behalf of or accepting membership in a rival international union?

A. It does prohibit dual unionism, which—whatever that might mean.

Q. Prior to the affiliation, could an independent union member be disciplined for disrupting the meeting of any [216] international union?

A. No.

Q. Prior to the affiliation, could an independent union member be disciplined for furnishing lists of local union members, without specific authorization from an international union president?

A. No.

Q. Prior to the affiliation, could an independent union member be disciplined for deliberately interfering with any officer or representative of the international union?

A. No.

Q. Prior to the affiliation, could an independent union member be disciplined for crossing or working behind an international picket line, or one authorized by an international union?

A. No.

Q. Prior to the affiliation, could an independent union member be disciplined for performing acts of insubordination against the authority of an international union?

A. No.

Q. But all of those items just referenced constitute offenses in the case of Local 1182 members, correct?

A. I really don't know, for sure.

Q. Prior to affiliation, did any person or institution outside of the independent union have the authority to [217] exert original jurisdiction over internal matters, disciplinary matters of the independent union?

A. No.

Q. But original jurisdiction can be asserted by the International president as to internal matters of Local

1182, under the International constitution, isn't that correct?

A. I'll have to look at the constitution to see if it does say that.

Q. Have you looked at the International's constitution, Ms. Ard?

A. Yes, I have.

Q. Now, before affiliation, approval of a collective bargaining agreement was an internal matter of the independent union, correct?

A. Yes.

* * * *

Q. (By Mr. Hutcheson) Is it true that Section 32 (a) of [218] the International constitution states that the proposed, the terms of the proposed collective bargaining contract shall be submitted to the office of the International president before approval, upon request, prior to membership action thereon?

A. Yes, it does state that.

Q. No such provision appeared in your independent union constitution, did it?

A. No.

Q. Before affiliation, were proposed collective bargaining agreements of the independent union subject to mandatory review, in terms of the policies, practices and objectives of the international union?

A. No.

* * * *

Q. (By Mr. Hutcheson) Again, directing your attention to Section 32(a) of the constitution, does it not state that such approval, referring to the International approval, shall be for the purpose of determining whether the forementioned [219] terms conform to the applicable to the established policies, practices and objectives of the International Union?

A. Yes.

Q. And no similar provision or review procedure existed with the independent union, correct?

A. No. Correct, yes.

Q. Before affiliation, could the executive board of any international union have the authority to impose a collective bargaining agreement on the independent union?

A. No.

* * * *

[220] Q. (By Mr. Hutcheson) Prior to affiliation, was approval of any outside officer or institution required for amendment of the independent union's constitution?

A. No.

Q. But it is true, is it not, in the case of Local 1182, that any change in the local by-laws or rules, must be approved by the International president of the Retail Clerks?

A. I don't know of any change. I know some changes have to, at least, be approved.

Q. Is it not further true that Mr. Wynn's letter to you of March 28 says the adoption, the initial adoption of by-laws must also be approved by the International?

A. Yes.

Q. Now, prior to affiliation, who controlled approval of dues changes of the independent union?

A. The membership.

Q. Did any officer or institution outside the independent union enjoy the authority to approve or disapprove action as to dues taken by the independent union membership?

A. No.

Q. Is is not true, under Section 30(a) of the International [221] Union's constitution, that dues, initiation and reinstatement fees and assessments established, increased or levied by local unions are subject to the approval of the International president?

A. Yes.

* * * *

[222] Q. (By Mr. Hutcheson) Prior to the affiliation, was there any per capita tax collected for a national political, education fund, by the independent union?

A. I couldn't hear all of your question.

Q. Prior to the affiliation, was any per capita tax collected for a national political education fund by the independent union?

A. No.

Q. Prior to the affiliation, was [any] outside individual or institution required to approve strike or other economic action on the part of the independent union?

A. No.

Q. Prior to affiliation, could any individual or board external to the independent union unilaterally initiate strike action?

A. No.

Q. Prior to affiliation, did any external person or board have the authority to impose a per capita tax assessment for support of strike actions outside the independent union?

A. No.

Q. Prior to affiliation, could any member in good standing of the independent union run for office in the independent [223] union?

A. Yes.

Q. Isn't it true that there was no minimum period of membership required?

A. Just the end of the month prior to the call for the election.

Q. There was, for example, no requirement that the member have been a member for at least one year?

A. No, no such requirement as that.

Q. Prior to affiliation, did any person or board external to the independent union have the constitutional right to arbitrate disputes between the independent union and other organizations or between members of the independent union, themselves?

A. No.

Q. Prior to affiliation, did any outside individual or institution have authority to impose trusteeship and totally preempt local control of the independent union?

A. Unless there's some provision under federal law, but no structure for that.

Q. Was any outside person or institution—prior to affiliation, was any outside person or institution entitled to custody of the independent union's books and records, under any circumstances?

A. No.

[224] Q. Prior to affiliation, were the laws and constitution of any international union deemed supreme over the . . . constitution and rules of the independent union?

A. No.

Q. Before affiliation, was the independent union required to affiliate with the AFL-CIO?

A. No.

Q. Prior to affiliation, were officers or employees of the independent union under any restriction with respect to employment, in the event they terminated their positions with the independent union—, for any reason?

A. No.

Q. There was no noncompete clause?

A. What?

Q. No noncompete clause?

A. I don't know what you're talking about.

Q. No restriction on the ability of a former independent officer to work for any organization that might compete with the independent union?

A. No, there was no such restriction.

* * * *

[Redirect Examination]

[228] Q. Turning your attention to Article 8, which is the affiliation section, let me ask you first, was the affiliation vote conducted in accordance with that section?

A. Yes, it was.

Q. And the last sentence of that section, which says that the ratification election shall be conducted in the

manner provided for amendments to this constitution.

Does this mean that you have to—does this mean that you follow the procedure as outlined for an amendment?

A. That's correct.

Q. Not that you treat it as an amendment to the constitution?

A. That's correct.

* * * *

[229] Q. Was—were copies of the International constitution available to members at meetings?

A. Not only members, but also nonmembers.

Q. Were there ever any objections, during the time of the affiliation vote, were there ever—were there any objctions by any members or nonmembers, as to the eligibility requirements that had been set up by the union?

A. I had a call from one nonmember who questioned, based on a letter issued by the bank, as to whether the eligibility requirements were correct, and I believe it was a woman in the Northwest Region, and she said well, you know, there seemed to be a differing point of view, and I suggested she call the National Labor Relations Board if she wanted further information on it, and that was—and other than that, all I can recall are just questions of information on what the bank's statement was. I did receive objections from members on the bank's position as to eligibility requirements, as opposed to what our position was.

Q. Other than that call that you received, was any protest of any form filed with the local union?

A. No.

* * * *

[241] Q. (By Mr. Wendel) Ms. Ard, can you explain to us what the audit practice was of FIEA, prior to affiliation?

A. Yes, the executive council would order an audit by an independent auditing firm, and after the completion of the audit, a written report would be prepared by our

firm, and that would be submitted to the executive council at the first council meeting subsequent to the completion of that audit, and the council would examine it as a committee of the whole and approve it.

Q. Can you explain to us what the election committee was prior to the affiliation, how they functioned?

A. Yes, the secretary of the union was, under the constitution, automatically the chairperson of that committee. As each election was held, people—council persons would be appointed to function as the committee. It was reappointed each time an election was held.

Q. With reference—there was some testimony about new vice-presidents.

Could you explain to us when those vice-presidents were elected?

A. Yes. The elections were held in March, after the [242] affiliation, but prior to the issuance of the charter on April 1st.

Q. And when did the change in union representatives come about?

A. That's kind of an on going thing. We have new unit representatives being appointed throughout the year, and as people turn over.

Q. Have there been unit representatives appointed since the affiliation?

A. Oh, yes.

* * * *

Q. How many unit representatives were there at the time of the affiliation? Approximate number, if you will?

A. Around 200.

Q. And how many work locations are there?

A. There's about 170 separate work locations.

Q. Are those located throughout the state of Washington?

A. Oh, yes.

Q. Why are there more unit representatives than there are work locations?

A. Well, in the larger work locations, large building sites, we would—it would be split for, say, by department

[243] groups, so the unit—so the members could have access to a unit representative.

Q. With respect to the requirement that members pay dues by the year if they were not on checkoff, who established that policy?

A. It was really an office policy.

Q. Ms. Ard, this may have been asked, but I just want to make sure.

Are there any other members of your organization, other than those, at the present time, other than those employed at Sea-First?

A. No.

* * * *

[245] (Hearing Officer): Also, at this time, in our off the record discussion, the Hearing Officer asked the parties whether the overall unit size of 4,790 employees was applicable, also, as of October, approximately October 15. It's my understanding, based on our off the record conversation, that the unit may have been somewhat smaller, but not in excess of 200 employees, probably.

Is that correct?

THE WITNESS: Yes.

HEARING OFFICER: Ms. Ard indicates that is correct.

Is that correct, Mr. Hutcheson?

MR. HUTCHESON: That's correct.

HEARING OFFICER: So at all times applicable herein, we're talking about an overall unit size in excess of 4,500 employees.

Is that correct, Ms. Ard?

THE WITNESS: Yes.

HEARING OFFICER: Okay.

* * * *

[248] HEARING OFFICER: Ms. Ard, I have a few.

Q. (By the Hearing Officer) What the reason for the change of unit representatives after the affiliation?

A. Turnover. A lot of our people, you know, either leave the bank or they are promoted out of the bargaining unit, or transfer to a different work location, so you would have replacement of them within their work location.

Q. Is that the only reason?

A. We may have had some withdraw, that voted no on the affiliation. I don't know any specifics on that.

Q. You've had turnover prior to affiliation among unit representatives, also?

[249] A. Oh, yes.

Q. Are the members of the negotiating committee the same today as they were prior to the affiliation?

A. Yes, except for one person has left the bank, but that has not been replaced.

* * * *

[250] WITNESS JAMES A. VERSOI

* * * *

Q. (By Mr. Hutcheson) By whom are you presently employed?

A. Seattle-First National Bank.

Q. What's your position?

A. Vice-President and manager of labor relations.

Q. Could you briefly describe your responsibilities and duties in that position?

A. Primary responsibilities are the administration of labor agreements, participation in the negotiation of such agreements, generally acting as chief interpreter of any labor contract, for the management perspective.

Q. Are you personally familiar with the bank's position and involvement in the events which led to this hearing?

A. Yes, I am.

Q. Are you personally familiar with the procedure followed by the Firstbank Independent Employees Association in distributing ballots for the affiliation election?

A. Yes, I am.

Q. Did the bank make known to the Union the bank's position and views with respect to who should be allowed to vote in the affiliation election?

A. Yes.

Q. What was the bank's stated position?

[251] A. That all members of the bargaining unit should be allowed to vote.

Q. And during and following the affiliation election, did your department receive any calls from bank employees regarding the manner in which the union conducted the election, the affiliation election?

A. Yes, we did.

Q. Did employees complaint about the election?

A. Yes.

Q. How?

A. They were unhappy that they were not being allowed to vote. Some were unhappy over the fact that there was an affiliation at all.

Q. How were those complaints received?

A. Telephone calls, for the most part. There were some letters and some petitions.

Q. What did you tell employees who called to complain about the election?

A. We told them what our understanding of the law was, that all members of the bargaining unit should be allowed to vote, and that we were in a position of having to wait and see if it actually happened the way it appeared it was going to, before we could determine some basis for a legal challenge.

[252] Q. Did you receive complaints from employees not members of the union?

A. Yes.

Q. And you also received complaints from employees who were members of the Union?

A. Yes.

Q. Did the bank receive any written complaints from employees who were union members concerning the affiliation vote?

A. Yes.

* * * *

[257] Q. I gather the bank made its position quite clear on eligibility in terms of who the bank felt should vote in the election, the affiliation vote?

A. That's correct.

* * * *

PETITIONER'S EXHIBIT 2

FIRSTBANK INDEPENDENT EMPLOYEES' ASSOCIATION

CONSTITUTION

Adopted October 10, 1970

Amended December 12, 1975

Amended March 19, 1976

Amended April 3, 1977

[FIEA Logo]

PREAMBLE

This Constitution of the FIRSTBANK INDEPENDENT EMPLOYEES ASSOCIATION was adopted by a majority vote of the membership on October 10, 1970 in order to conduct the affairs of the association and to comply with applicable federal, state, and local statutes relating to labor organizations.

ARTICLE I

Name

The name of this organization shall be FIRSTBANK INDEPENDENT EMPLOYEES ASSOCIATION, hereinafter referred to as FIEA. The Seattle-First National Bank, a national banking association, is hereinafter referred to as Bank.

ARTICLE II

Purposes

The general objectives and purposes of FIEA are to promote the general welfare of its members, to secure and maintain reasonable working hours, fair rates of pay and other benefits, to provide a collective bargaining agency for these purposes and to represent the will of the majority of its members in furthering these objectives.

ARTICLE III

Membership

A. *Eligibility*—All employees of the Bank at all of its locations and places of business within the State of Washington shall be eligible for membership except: professional employees, confidential employees, supervisors and guards as defined in the National Labor Relations Act as amended; members of other labor organizations

unless such membership has been approved by the Executive Council; and members of the Communist Party.

B. *Admission to Membership*—An eligible employee shall become a member of FIEA upon signing an application for membership.

C. *Member in Good Standing*—A member in good standing is not delinquent in the payment of dues and has not been suspended by action of the Executive Council. A member in good standing may attend meetings and participate in the deliberations, express any views, arguments or opinions on candidates or any other business properly brought before the meeting, subject to reasonable rules and regulations of conduct, uniformly imposed.

D. *Rights*—All members in good standing shall have equal rights and privileges, as defined by law, provided, however, she or he is a member in good standing on the last working day of the month prior to the notice of election,

1. in nominating candidates for office in FIEA;
2. in voting in elections and referendums and the business of meetings;
3. in holding office in FIEA, provided he or she has been duly and properly elected thereto and provided further that he or she:

a. has not become ineligible for membership;
b. has not been convicted of a crime as defined in 29 USA 504;
c. has not knowingly violated any other provisions of Title V of the Labor Management Reporting and Disclosure Act of 1959 as amended.

ARTICLE IV

Conduct of Meetings and Business

Twenty-five percent of the voting members of any body of FIEA shall constitute a quorum for the transaction of business.

Meetings and business of FIEA shall be conducted as prescribed in Roberts Rules of Order unless this Constitution specifically provides otherwise.

ARTICLE V

Organization

A. General rules and procedures which apply to all levels or bodies:

1. All elections and referendums shall be conducted by secret ballot. Ballots shall be uniform in size and color.
2. A nominating committee may be chosen to solicit and nominate candidates and secure their consent to serve if elected.
3. Nominations need not be seconded.
4. Members who have not been formally nominated are eligible for election.
5. A nomination must have the consent of the nominee to serve if elected.
6. Each nominee shall be entitled to have one observer present when the ballots are opened and tallied.

B. *Units*—Each separate branch of the Bank, each major separate subdivision, each separate group of employees located in the large office buildings, such as the head office, the computer centers, central service facilities, Firsbank Card Building and others, so grouped as to facilitate communication, and administration and control, is eligible to form and become a unit of FIEA.

Appendix A of this Constitution lists the units of FIEA. Additions to and deletions from this Appendix A may be made by the Executive Council. Such changes in

Appendix A to this Constitution may be made without affecting the overall provisions of the Constitution and need not be reported to the office of the Secretary of Labor.

1. *Unit Representatives*—As soon as practicable after the adoption of this Constitution and annually thereafter beginning January, 1972, each unit of FIEA shall elect a representative.

a. *Notice of Nominations*—Not less then seven days before the election meeting, written notice shall be prominently posted stating that nominations may be made for the position of unit representative and the time and place of the election meeting. Such election meeting shall be held no later than January 31 at a place chosen so as to permit as many members as possible to attend. The notice shall invite written nominations signed by the nominating member and bearing the written consent of the member nominated to serve if elected, and shall further state that additional nominations will be accepted from the floor at the election meeting.

b. *Election Meeting*—At the election meeting, the chairman shall announce the names of all candidates nominated prior to the meeting and shall call for nominations from the floor. When no further nominations are forthcoming, the chairman shall announce the names of all candidates for the position of unit representative who have indicated their willingness to serve if elected.

The unit representative or temporary chairman of a unit meeting shall not nominate candiates for office but shall have the same voting privileges as any other member. He may choose not to vote unless it is to break a tie, but if he chooses to vote with the other members, he may not vote again even if such vote would break a tie.

c. *Balloting*—Election shall be by written ballot. Ballots need not be printed; however, the size and color of ballots shall be uniform. The chairman shall cause ballots to be distributed to each member and instruct the members to write the name of the candidate of their choice

on the paper and fold it. The chairman shall appoint two or more tellers to collect and tally the ballots. The results of the tally shall be announced by the chairman. The candidate receiving a plurality of the ballots cast shall be elected unit representative.

d. *Assumption of Office*—The unit representative shall take office immediately following the completion of the scheduled agenda for which the meeting was called and shall be the duly elected unit representative until January of the following calendar year or until his successor has been elected. The retiring unit representative shall advise the Secretary of FIEA of the results of the election.

e. *Retention of Ballots*—All ballots shall be kept for one year by the unit representative. The minutes of the election meeting shall be filed with the Secretary of FIEA.

B. 2. *Duties of Unit Representatives*—The duties of the unit representative are:

a. to preside at all meetings of the unit;

b. to maintain records of the unit membership, minutes of the meeting and other pertinent affairs, to make required reports to the Executive Council;

c. to solicit members actively from among eligible employees of the Bank and report to the Secretary of FIEA all changes in unit membership;

d. to call meetings of the unit at least semi-annually or more often on the written request of 20% of the membership of the unit;

e. to keep the unit membership informed of the affairs of FIEA;

f. to ascertain the view, opinions and desires of the majority of the unit membership and fairly represent these views, opinions and desires to the Executive Council;

g. to assist the individual members of the unit on request in grievances against the Bank;

3. *Vacancies*—Whenever a Unit Representative becomes ineligible for this office or if that office is not filled

by regular election, the Executive Council Member of that Region shall declare the office vacant and appoint a Unit Representative from among the members of that unit to serve until the regular election in January of the following calendar year.

C. *Regions*—To facilitate communication, administration and control, FIEA shall be divided by the Executive Council into regions which shall, insofar as practicable, conform to the regional boundaries and numbering system established by the Bank. Appendix B of this Constitution lists the regions of FIEA. Additions to and deletions from the Appendix B may be made by the Executive Council without affecting the overall provisions of this Constitution and need not be reported to the office of the Secretary of Labor.

D. *Executive Council*—The legislative body of FIEA shall be an Executive Council composed of council members from each region and the officers of FIEA. There shall be one council member for each 250 members or fraction thereof in each region.

D. 1. *Election of Council Members*—As soon as practicable after the adoption of this Constitution and annually thereafter in February of each year beginning in 1972, the council member shall be elected by the membership of each region for a term of two years except as hereinafter provided, or until their successors have been elected. Half of the council members elected in the first election shall serve for terms of one year or until their successors have been elected. The length of terms of the first council members shall be determined by lot. If the number of council members in any region is odd, the status of "odd person" shall first be determined by lot, and the length of terms of all "odd persons" shall be determined by lot drawn at the first meeting of the Executive Council. The Executive Council may nominate candidates for Executive Council Members.

2. *Mechanics of Election*—The Secretary shall issue notices of election to all members eligible to vote in each

region entitled to elect a councilperson, not less than 10 days prior to the date of the election fixed by the Executive Council. The election shall be held no later than March 31. Said notices shall specify the date and place of the election and the date by which nominations shall be submitted. The date by which nominations shall be submitted shall be at least seven days after the notice of election. The ballot shall list all eligible nominees and shall provide a space to write in a name of an additional candidate for each office. If the Executive Council orders the elections conducted by mail, all members eligible to vote shall be issued a ballot which shall specify the date by which it must be returned and that date shall be no less than seven days from the date the ballot was issued. Provision shall be made for return, custody, and counting of the ballots so as to insure the secrecy of the ballots and the accuracy of the tally. Election shall require a plurality of the votes cast. The Secretary shall notify the members concerned of the results of each tally of the ballots in a timely manner and shall publish notice of the election of each councilperson in the next FIEA Bulletin. All ballots shall be retained by the Secretary for one year after the election.

3. *Duties of Executive Council*—The Executive Council shall be the policy making body of FIEA, shall meet not less than quarterly, and shall direct the officers in administering the affairs of FIEA and perform such other duties as may be imposed on it in this Constitution. All members of the Executive Council must be notified of each meeting and proof of such notice must be included in the minute book. The Executive Council may employ on the terms it deems appropriate such assistants, employees and professional advisors as may be reasonable necessary and convenient in carrying out the purposes of FIEA.

E. *Officers*—There shall be a President, Eastern Vice President, Central Vice President, Northwest Vice President, Southwest Vice President, King County Vice Presi-

dent, Secretary and Treasurer. The President, Secretary and Treasurer shall be elected from and by the membership at large for terms ending April 30, 1973, or until their successors have been elected, and thereafter for terms of three years. The Eastern Vice President shall be elected by the membership of the Eastern Regions. The Central Vice President shall be elected by the membership of the Central Regions. The Northwest Vice President shall be elected by the membership of the Northwest Regions. The Southwest Vice President shall be elected by the membership of the Southwest Regions. The King County Vice President shall be elected by the combined membership of the Head Office, King County and Seattle-Metropolitan Regions. All Vice Presidents shall be elected for terms of three years except that after election in March, 1973, the Vice Presidents shall draw lots to determine which one of them shall serve for one year, which two of them shall serve for two years and which two of them shall serve for three years, or until their successors are named. There shall also be a Computer Center Vice President who shall be elected by the membership of the Computer Center. The Computer Center Vice President shall stand for election in April, 1976, for a term expiring March 31, 1977, and shall be elected for terms of three years thereafter.

1. *Election*—Election of officers shall adhere to the election procedures stated in Article V, paragraph D. 2.

2. Officers shall hold no other elected position in FIEA, but may serve as members of committees or as employees. Salaries of officers shall be fixed by the Executive Council subject to ratification by a majority of the members of FIEA voting by mail ballot.

3. The President, if willing to do so, shall devote his/her full time to the affairs of FIEA and shall be compensated appropriately.

a. He/she shall preside at all meetings of the Executive Council and the membership of FIEA;

b. Appoint all committees;

c. Serve as ex-officio member of all committees without vote, except the negotiating committee, on which he/she may serve as a voting member;

d. Execute the directives of the Executive Committee, and perform such other duties as customarily pertain to the office of president or are imposed on him by this Constitution.

If the President is unable or unwilling to devote her/his full time to FIEA, the Executive Council may employ an Executive Assistant.

4. The Six Vice Presidents shall determine by lot which is first, second, third, fourth, fifth and sixth in precedence to preside over meetings of FIEA and the Executive Council in the absence of the President.

5. The Secretary shall keep minutes of all meetings of FIEA and its Executive Council. The Secretary may delegate his duties to employees to the extent approved by the Executive Council, but shall be personally responsible to FIEA for the faithful discharge thereof. The Secretary may call for copies of unit minutes. The Secretary shall perform such duties as usually pertain to the office and as may be imposed by this Constitution.

6. The Treasurer shall have custody of all funds belonging to FIEA and shall be bonded in an amount exceeding the amount in his/her custody which shall be reviewed and determined annually in April by the Executive Council. Disbursements may be made on the signatures of the President and Treasurer. The signature of the Treasurer may be printed. The Executive Council may authorize an employee other than the President to sign disbursements. Both the President and any employee authorized to sign disbursements shall be bonded in an amount reviewed and determined annually by the Executive Council. Expenditures in excess of three hundred dollars must be authorized in advance by the Executive Council unless previously authorized by approval of the Budget. The Treasurer shall make quarterly financial reports to the Executive Council. She/he shall make an

annual financial report as of April 30 which shall be audited by independent auditors designated by the Executive Council and a copy of the audited report shall be published to the members. The Treasurer shall perform such duties as usually pertain to the office and as may be imposed by this Constitution.

ARTICLE VI

Budget

As soon as practicable after their election and annually thereafter in April, the officers shall present to the Executive Council a detailed budget for the ensuing year, from May 1 to April 30. Approval of the budget by the Executive Council constitutes approval of all expenditures therein authorized. The budget may be amended from time to time by the Executive Council.

ARTICLE VII

Economic Sanctions

Economic Sanctions—By an affirmative vote of two-thirds of the Executive Council members present at a meeting the Executive Council may determine that economic sanctions should be taken at any unit. Such determination shall be subject to ratification by the members of the unit. Ratification may be accomplished by a majority of the votes cast by not less than sixty percent of the members eligible to vote in the unit or units affected. A unit shall be deemed affected by such economic sanctions whenever the members thereof would in all likelihood be unable to carry out their duties in the normal manner while such sanctions are in effect. The procedures and implementation of such economic sanctions will be at the determination of the Executive Council. The ratification election shall be conducted in the manner provided for amendments to this Constitution.

ARTICLE VIII

Affiliation

Affiliation—Affiliation with other labor organizations may be accomplished by the affirmative vote of two-thirds of the Executive Council and ratification by a majority of the votes cast by not less than sixty percent of the members eligible to vote. The ratification election shall be conducted in the manner provided for amendments to this Constitution.

ARTICLE IX

Expansion

Expansion to include other labor organizations or employees of other banks may be accomplished by the affirmative vote of two-thirds of the Executive Council and ratification of whatever amendments to this Constitution may be required.

ARTICLE X

Dues

Dues—Each member shall pay such dues and assessments as are established by the affirmative vote of two-thirds of the Executive Council and ratified by a majority of the membership in the manner provided by Article XVII.

ARTICLE XI

Committees

The President may appoint such committees as may be required from time to time and shall appoint the following committees:

A. *Negotiating Committee* for the conduct of contract negotiations with the Bank.

B. *Election Committee* of which the Secretary shall be chairperson to provide technical guidance and ensure the proper conduct of all elections in FIEA.

C. *Auditing Committee* to conduct such internal audits of FIEA finances and reports as may be required, but not less than one annually, and to ensure that reports required by the office of the Secretary of Labor are properly filed. In addition, an annual audit will be directed by the President to be conducted by an outside disinterested party.

D. *Grievance Committee* to assist members in processing grievances against the Bank as required.

ARTICLE XII

Board of Appeal

The Board of Appeal shall be appointed by the President, subject to approval by the Executive Council. It shall consist of three members of the Executive Council and four members who are not members of the Executive Council so chosen as to have no two members from the same region unless all regions are represented. The Board of Appeal may adopt and publish uniform and reasonable rules for the conduct of its proceedings which shall be subject to approval by the Executive Council.

ARTICLE XIII

Removal from Office, Succession in Office and Discipline of Members

A. 1. Whenever the President, Secretary, or Treasurer becomes ineligible for this office, the Executive Council shall declare the office vacant and appoint a successor to complete the unexpired term of the office vacated.

2. Whenever any Vice President becomes ineligible for this office, the President shall declare the office vacant

and the Executive Council Members and Unit Representatives of that Region shall, by majority vote appoint a successor to complete the unexpired term of that office.

3. Whenever any member of the Executive Council becomes ineligible for this office the Executive Council shall declare the office vacant and appoint a successor from one of the Unit Representatives or other qualified members of that Region, to complete the unexpired term of the office vacated.

4. Any disability under the foregoing shall not impair the validity of acts done by such Officer or Executive Council Member under color of his office in the normal course of business prior to appointment of his successor.

B. An officer charged by any member with misfeasance or malfeasance in office or with deliberately and willfully violating any federal or state law relating to labor organizations shall be furnished with written charges signed by the Secretary (unless the Secretary is the officer charged, in which case the charges shall be signed by the President), and notice of hearing before the Board of Appeal. The hearing shall be fairly conducted and shall be recorded stenographically. The notice shall afford the accused officer ample time to prepare his defense. The accused officer shall be entitled to be represented by any member in good standing, but not by a non-member. The accused shall be entitled to testify and call witnesses in his/her behalf, to confront his/her accuser, to cross-examine him/her and all witnesses against him/her and shall be granted reasonable access to such records of FIEA as may be necessary or convenient to his/her defense. The Board of Appeal shall decide the case on its merits and render a written opinion setting out its reasons for its decision. A copy of the decision shall be delivered to the accused officer promptly and shall not be made public until after such delivery. If the charges are sustained, the Board of Appeal shall fix an appropriate penalty which may be or include any of the following: removal

from office, restitution, a fine of not more than $1,000.00. The decision of the Board of Appeal shall be final.

C. *Discipline of Members*—Members may be disciplined for

1. misfeasance or malfeasance in office in FIEA;
2. dual unionism;
3. knowingly violating the policies and rules of FIEA duly promulgated in accordance with this Constitution;
4. crossing a lawful picket line established and maintained by FIEA;
5. conduct deliberately intended to frustrate or impede the objectives and purposes of FIEA;
6. Attempting to impair the secrecy of any secret ballot or to impair the integrity of any election or referendum.

Charges against any member shall be filed with the unit representative of the member charged, or, if the member charged is the unit representative, with the Executive Council Member. The unit representative or Executive Council Member shall make a preliminary investigation of the charges and, if he finds that they may have merit, he shall prepare, sign and deliver to the accused member a written specification of charges which shall be specific as to the time, place and nature of the acts or omissions charged. No charges shall be preferred for any act or omission which occurred more than ninety days prior to the filing of the charges. A copy of the specification of charges shall be delivered to the Secretary. In preparing the specification of charges the unit representative or Executive Council Member may have assistance from the President or paid staff. With the copy of the specification of charges there shall be delivered to the accused member a notice of hearing by the Board of Appeal, which hearing shall be not more than thirty days after delivery of the charges. The hearing shall be fairly conducted and recorded stenographically. The accused member shall be entitled to confront his/her accuser, cross-examine him/her and any other witnesses

against him/her, testify and adduce witnesses in his/her own behalf, be represented by any member in good standing, but not by a non-member, have reasonable access to such records of FIEA as may be necessary or convenient for his/her defense and submit written or oral argument in his/her behalf. The Board of Appeal shall render and deliver to the accused its decision as to whether he/she is guilty or not guilty of each charge in the specification. If the Board of Appeal finds a member guilty, it shall recommend a penalty which may include any of the following: expulsion or suspension from membership, fine of not more than $1,000.00, restitution. The decision of the Board of Appeal shall be final.

ARTICLE XIV

Collective Bargaining Agreements

Collective bargaining agreements shall be negotiated by the negotiating committee subject to ratification by a majority of votes cast by the membership. Copies of collective bargaining agreements shall be kept by the Secretary and shall be furnished to members on request.

ARTICLE XV

Employees

Employees of FIEA other than elected officials shall not participate in the internal affairs of the organization beyond the discharge of the duties they are hired to perform and shall make no public statements concerning FIEA affairs without the express approval of the President.

ARTICLE XVI

Bulletin

There shall be a bulletin published from time to time but not less than quarterly under the direction of the President.

ARTICLE XVII

Amendments

Amendments to this Constitution may be proposed by majority vote of the Executive Council or a Unit. If the Executive Council proposes an amendment, it may refer the amendment to the membership for ratification at any time. The Secretary shall issue notice of election to all members eligible to vote not less than ten days prior to the date of the election fixed by the Executive Council. Said notice shall contain the complete text of the proposed amendment and shall specify the date and place of the election. If the Executive Council orders the election conducted by mail, all members eligible to vote shall be issued a ballot which shall specify the date by which it must be returned and that date shall be not less than seven days from the date the ballot was issued. Provision shall be made for return, custody, and counting of the ballots so as to insure the secrecy of the ballots and the accuracy of the tally. Voting may be at unit meetings, by mail or both in the discretion of the Executive Council.

If an amendment is proposed by a unit, it shall be filed with the Executive Council Member who shall call a meeting of unit representatives in that region at a time not less than two weeks or more than sixty days after receiving the proposed amendment. If the unit representatives vote in favor of the amendment, the Executive Council Member shall report the amendment as approved to the Executive Council which in turn shall submit it to the Executive Council which in turn shall submit it to the membership for ratification within sixty days thereafter. The Executive Council may publish its recommendation for or against the amendment and its reasons for its recommendation together with any minority report for consideration by the membership prior to voting.

Ratification of an amendment to the Constitution shall require an affirmative vote of a majority of the ballots

cast. Amendments shall be effective thirty days after ratification.

ARTICLE XVIII

Saving Clause

Whenever this Constitution or any portion thereof, Appendices or Amendments thereto, shall be found to conflict with the provision of federal, state or local statutes, the provisions of the applicable statute shall prevail and the Constitution, its Appendices or Amendments, shall be deemed amended accordingly. Any such Amendments shall be published to the membership at the earliest practicable time.

REFERENDUM

The monthly dues of each member shall be based on the compensated hours in the month for which the dues are being levied. The dues schedule shall be as follows:

1. A member who is paid for more than 72 hours in a calendar month shall be levied $4.00 dues for that month.

2. A member who is paid for more than 16 but not more than 72 hours in a calendar month shall be levied $2.50 dues for that month.

3. A member who is paid for not more than 16 hours in a calendar month shall be levied $1.00 dues for the month. This shall include members on layoff, leave of absence, or long term disability status, or who did not otherwise work during the calendar month but are employees on the payroll.

4. Notwithstanding paragraphs (2) and (3), all officers, Council members, and Unit Representatives of FIEA shall be levied $4.00 dues per month regardless of their payroll status.

Upon application of the member, overpaid dues shall be refunded at least quarterly or at termination of employment. The Executive Council shall determine the dues refund and audit procedures. Each member not receiving pay on the 15th or the last working day preceding the 15th of the month shall be responsible to remit his/her dues to the Unit Representative or the FIEA office.

Approved March 19, 1976

PETITIONER'S EXHIBIT 3

Retail
Clerks
International
Union [letterhead]

December 27, 1977

Ms. Jerry Ard, President
Firstbank Independent Employees Association
1331 Third Avenue, Room 608
Seattle, Washington 98101

Dear Sister Ard:

This is to confirm commitments of the Retail Clerks International Union made to facilitate and encourage the issuance of an RCIU charter to the Firstbank Independent Employees Association to establish a constitutionally autonomous RCIU Local Union.

Following appropriate procedures to effectuate the issuance of an RCIU charter, especially an affirmative vote of the members of the FIEA, the RCIU will issue a charter for a new RCIU Local Union with jurisdiction over bank employees throughout the state of Washington.

The RCIU further agrees that it will financially assist its newly chartered Local Union in a monthly amount equal to not less than the applicable RCIU monthly per capita tax for a period of not less than one year. The International Union will also assign at least one full-time International staff person to work exclusively with the newly chartered Local Union for at least one year. Further, the International Union will review the need for additional financial assistance for the purpose of hiring Local Union representatives on a regular basis.

The RCIU agrees that its newly chartered Local Union, which currently has dues of $4.00 per month, be allowed to increase them to the minimum International dues or above whenever circumstances dictate that they do so.

The International's fee on newly initiated or reinstated members will be waived for current members of the

FIEA, and such fees will not be charged for future members of the FIEA for a period of one year. Such waiver of International fees may be extended on an annual basis upon request of the newly chartered Local Union and approval by my office.

The RCIU pledges to pay the newly chartered Local Union's per capita tax to District Council 45 for not less than one year and further promises to review the need to continue such payments on behalf of the newly chartered Local Union at the end of one year.

The Retail Clerks International Union makes the foregoing pledges because it believes that the issuance of a charter to the FIEA will be in the best interests of the members of both the FIEA and the RCIU and will further the organization of bank employees generally by the RCIU.

With best wishes and kind regards, I am

Sincerely and fraternally,

/s/ William H. Wynn
International President

PETITIONER'S EXHIBIT 5

TO: ALL UNIT REPRESENTATIVES

FROM: JERRY ARD, PRESIDENT; FIEA

SUBJECT: NON-MEMBER SIGN-UP AND EMPLOYEE VERIFICATION

Contact each and every person in the bargaining unit *IMMEDIATELY.*

1. Verify if persons are members or non-members from list provided. If the person is a non-member, encourage the individual to join the union so that they will have an opportunity to vote on affiliation. If they wish to join, have them fill out a membership application and pay a minimum of one month's dues ($4.00). A dues check-off card is not necessary at this time since that provision of the contract is not presently being honored by the Bank. *If the person refuses to join, note this on your list with the date refused.*

2. Verify if the person is on your list. If not, add them to the list with their current address. Check with the person to see if they have recently moved (within the last 90 days) or have had a name change, and add any new information to the list.

3. Collect as much dues money as possible while talking to present members.

ALL OF THIS INFORMATION MUST BE COMPLETED AND IN OUR POSSESSION NO LATER THAN JANUARY 19 EITHER BY MAIL OR PHONE.

PETITIONER'S EXHIBIT 6

[letterhead]

FIRSTBANK INDEPENDENT EMPLOYEES' ASSOCIATION
P.O. Box 187
Seattle, Washington 98111

January 6, 1978

TO: ALL BARGAINING UNIT EMPLOYEES

As you all know, we have been in negotiations with the Bank since July 6 of last year. On October 19, 1977, after 36 negotiation sessions, the Bank presented us with a final offer. The offer was unacceptable, and the Executive Council and the negotiating committee voted unanimously to recommend rejection on October 28, 1977. The membership approved this decision by an 82% majority.

We have met with Bank representatives six times since then and have made some progress, but we still have a long way to go to secure an honorable contract.

When we received the Bank's first proposal in July, it was clear to those of us on the negotiating committee that we were in for hard times on this contract renewal. Knowing that, we began to explore a number of methods to apply pressure to Bank representatives in hopes of getting a contract.

Strikes, boycotts, public relations campaigns, active and passive support from the labor community were either tried or rejected as being ineffective or impractical. Charges were filed with the National Labor Relations Board, and the Bank was found to have violated federal law in their bargaining approach. Accordingly, a complaint was issued by the NLRB, stating that the Bank was using negotiations merely as a pretext and had no real intention of bargaining to conclusion. That com-

plaint is now pending for trial. Realistically, we knew that more would be needed if we were to survive as the bargaining representative for Seafirst employees. The Executive Council authorized the negotiating committee to act as a screening committee to examine the possibility of affiliation with another labor organization and to research these organizations in view of our criteria.

We were looking for an organization with the following attributes:

1. *Autonomy—We wanted an organization that would allow us to retain our own identity and control of our own affairs;*
2. *Strength—Both in membership and finances;*
3. *Good Reputation—We wanted a Union with an established record of progressive service to their membership;*
4. *Professional—Staff and procedures must be professional and businesslike in their approach to problems; and*
5. *Growth—A Union committed to organizing our industry.*

The negotiating committee interviewed unions over the following months and made their report to the Executive Council. The committee unanimously recommended to the Executive Council that due to the Bank's belligerent attitude toward the Union and at the bargaining table there now existed a *need* to affiliate in order to preserve adequate representation, and that the *RETAIL CLERKS INTERNATIONAL UNION* was the only union to meet our needs.

The Council unanimously voted on December 10, 1977, to concur with the negotiating committee's report and adopted a resolution of affiliation. We will be scheduling a vote of the membership on affiliation at a soon to be announced date.

In the interest of fairness and to meet certain legal tests, we want to give *all* employees in the bargaining unit an opportunity to participate in this most important vote.

All *present members* are eligible to vote and should be reminded that due to the Bank's stand on dues check-off, it is necessary for members to self-pay their own dues. You may do so by check to our office, P.O. Box 187, Seattle, WA 98111, or to your Unit Representative.

All *non-members* in the bargaining unit desiring to participate should join FIEA on or before the 19th of January. Contact your Unit Representative or call our office at 624-2923, or toll-free at 1-800-552-7188, for membership instructions.

REMEMBER—To be eligible to vote, non-members should join on or before:

January 19, 1978

Call FIEA—624-2923 or 1-800-552-7188 for instructions or questions.

Sincerely,

/s/ Jerry Ard
JERRY ARD
President

FOR DAILY INFORMATION CALL:

624-3282

1-800-552-7362

PETITIONER'S EXHIBIT 8
[Mailed January 17, 1978]

FIRSTBANK INDEPENDENT EMPLOYEES' ASSOCIATION
P.O. Box 187
Seattle, Washington 98111

THE NON-MANAGEMENT MEMO

The Bank Dexter Horton built nearly 100 years ago has achieved a number of firsts in the Northwest—The most recent first includes the NLRB finding merit to charges against Sea-First for bad faith bargaining, length of negotiations and the number of printings of the now famous "Management Memo." The Bank has come a long way since Dexter brought railroads, street lamps and the first safe to the great Northwest!

Bank Involvement

The upper echelon of Sea-First must be bored with banking and has moved into other areas; namely, involving themselves in the internal workings of your union. The affiliation vote that will be held in the near future has become an item of great concern with upper management.

Our feelings on this matter are simple—FIEA does not tell the Bank how to run its business; they should not try to run ours.

If you feel that the Bank is interfering, please let us know.

Voter Eligibility

This issue was the first step of upper management interference with your Local Union. They cited an NLRB

decision which has as much to do with your affiliation as an apple to an orange. Shame on them—they should have read the case. As a matter of fact, they should have read the NLRB Act so that they would not have to face a hearing in March on bad faith bargaining.

The vote will be members only, and anyone who joins on or before January 19, 1978, will be eligible to participate. So, make certain that all of you join and vote—it's time everyone was united.

Meetings

Starting Friday, January 6, 1978, meetings for everyone will be held statewide, and we will continue these meetings until the vote takes place. Please come, ask questions, become informed, so that you can vote based on *facts.*

The most exciting things about affiliation to everyone so far seem to be:

1. Local Union autonomy will be retained;
2. Better servicing through increased staffing, especially Eastern and Central Washington;
3. Regular business meetings statewide at least once every three months; and
4. Better financial posture and services by affiliating with the RCIU.

If your branch has not yet scheduled a meeting, we will be contacting you very soon—or better yet, call our office and arrange a time. THANKS!

Non-Members

The non-members will be allowed to vote *provided* they sign a membership card and pay one month's dues of

$4.00 on or before *JANUARY 19, 1978.* If anyone is a non-member at your branch or work site, please invite them to join or at least come to one of the meetings held in your area. We feel that once they are informed, they will want to join and help make *our* union stronger.

Mail-Outs

If you know someone who has not been receiving our mail-outs, please have them contact our office so that we can verify that our addresses are correct. Your help is greatly appreciated!

The response to our union taking a positive step strengthening FIEA by affiliation with the RCIU has been more enthusiastic than anyone dreamed. Thanks for all of your hard work and support!

Dexter Horton's bank has a new first to look forward to.

For a recorded message call:

HOT LINE

King County—624-3282 Long Distance—1-800-552-7362

If you have questions, call:

King County—624-2923 Long Distance—1-800-552-7188

PETITIONER'S EXHIBIT 10

FIRSTBANK INDEPENDENT EMPLOYEES' ASSOCIATION
P.O. Box 187
Seattle, Washington 98111

January 27, 1978

Dear FIEA Member:

We have been very pleased at your interest in the proposed affiliation with the RETAIL CLERKS INTERNATIONAL UNION. This is the most decisive step you can take to protect your union representation at the bank. There have been very good discussions about affiliation at the membership meetings around the state. This letter will cover some of the points raised at those meetings. I also urge every member to be sure and attend the regional meetings on February 4 and 5 so you can have your questions answered.

The bank has decided on a course of action to eliminate FIEA. The bank's contract proposals and its conduct at the bargaining table make this clear. This is a new attitude from the bank. However, you have turned FIEA into an effective union in the past three years. This has obviously annoyed senior management who expect you to accept their definition of your "best interests". Instead, you have begun to establish long-term goals that can only be achieved when other groups of bank workers are unionized. In fact, RCIU's excellent record in organizing was a major factor in the Executive Council's selection.

The various management memos have obscured the effects of affiliation. The bank lists the fees of other locals as if this might affect you. They don't! Remember that we will be an autonomous (separate and independent) local of RCIU. Your vote sets dues or any other fees. We

would, of course, be required to conform to the provisions of RCIU's constitution except for the $6.00 minimum dues and initiation fee which have been waived until *you* choose to make a change.

Affiliation will not change the fact that you control your organization and make its decisions. RCIU's constitution requires the local to be run in a democratic manner the same as FIEA's. For example, strike action would still be decided by you. Nor would you be affected by strikes of other locals.

The Executive Council took great care in making the decision before recommending affiliation with the RETAIL CLERKS INTERNATIONAL UNION to you. We all recognized that the bank had placed your union in grave danger. You obviously wanted to continue to receive the protection of union representation. In fact, membership has now increased to 55 percent of the employees. From there the Council sought the best possible affiliation choice. RCIU, in every way, met the requirements necessary to protect and improve the quality of your union representation.

The bank has sought to persuade FIEA membership that you have nothing in common with RCIU members or with other bank workers. Banks, like other groups of employers, tend to work in concert in setting wage and other benefit levels. One difficulty you face in bargaining substantial gains in these areas is that Seafirst employees are not a sufficiently large enough part of the total bank work force in the state. Real bargaining pressure will exist when a majority of all bank workers in Washington are unionized. RCIU understands this as well as your particular representation problems. It is well acquainted with large employers spread out into many widely separate work locations. Besides its experience in representing clerical workers, RCIU as a dynamic, growing organization has diversified and pro-

vides excellent union leadership in a number of fields. It already represents some of the very few unionized banks nationwide.

Your Executive Council unanimously recommended RCIU because it can provide you with the support and expertise needed without injuring the democratic structure you have created. Added financial strength, increased staff, free legal advice, and a commitment to organize bank workers would be an important gain at any time. Now it is crucial. We urge every member to cast a YES ballot.

Sincerely,

/s/ Jerry Ard
JERRY ARD
President

JA:njh

PETITIONER'S EXHIBIT 11

Retail
Clerks
International
Association [letterhead]

February 2, 1978

Dear FIEA Member:

Shortly you will be receiving your ballot and voting on whether you wish to affiliate with the RCIU as an autonmous chartered local union.

Since the affiliation was announced on January 9, 1978, our staff has had the pleasure of meeting with your membership statewide. Over 1,500 FIEA members have come to these meetings, asked questions and expressed not only a strong desire to maintain, but strengthen the collective bargaining process that Seattle-First employees have enjoyed since 1939.

As the frantic pace of the last month is rapidly coming to a close, we of the Retail Clerks International Union staff would like to pause for a moment and express our sincere appreciation for the interest, support, honesty, and hospitality we have received at the meetings held statewide.

Your officers who were kind enough to allow us the opportunity of expressing our appreciation have prepared a list of the most frequently asked questions for those members who, because of work, illness, or conflicting family obligations, were unable to attend the meetings in their area. Please take a minute or two to review them as they answer many questions that have been raised

and we hope you are able to attend the membership meeting in your area over the weekend of February 4th and 5th.

Sincerely,

/s/ D. J. Hofer
D. J. Hofer and Staff
Northwestern Division
Retail Clerks Int'l. Union

PETITIONER'S EXHIBIT 14

STATE OF
WASHINGTON

Dixy Lee Ray
Governor

PUBLIC EMPLOYMENT RELATIONS COMMISSION
603 Evergreen Plaza
Olympia, Washington 98504
206 753 3444

Marvin L. Schurke, Executive Director

February 28, 1978

Ms. Jerry Ard, President
Firstbank Independent
Employees Association
P.O. Box 187
Seattle, Washington 98111

Mr. Don J. Hofer, Director
Retail Clerks International Union
320 Vandveer Building
2819 First Avenue
Seattle, Washington 98121

Re: Firstbank Independent Employees Association
Case No. 1327-E-78-264

Gentlepersons:

In response to your requests by letters dated January 11, 1978 and January 12, 1978, and in accordance with the procedure outlined in my letter of January 13, 1978, this agency has conducted a secret-ballot election, by mail ballot, among the members of Firstbank Independent Employees Association on the question:

"Should Firstbank Independent Employees Association (FIEA) affiliate with and become an autono-

mous local union of the Retail Clerks International Union (RCIU)?"

The official ballots were delivered to this agency directly from the printer, under seal. All voting materials were assembled by our staff in this office, under my general supervision. The "outbound" envelopes were deposited in the U.S. Mail by a member of the PERC staff on February 4, 1978 at Seattle. As mail ballot envelopes were returned to this office, they were checked off against the eligibility list and were stored under lock. The envelopes were opened and the ballots were counted at the Century House Hotel in Seattle on February 22, 1978 under my personal supervision. Only PERC personnel handled these ballots throughout the proceedings. We retained all voting materials at that time. We re-checked all of the "secret ballot" envelopes before disposal and found two ballots which had been missed in the opening process. A re-check of the "return" envelopes produced some additional ballots which had been missed in the opening process. Those ballots have been included in the recount tally which follows. We will retain the "return" envelopes for use in any future litigation.

The results of the election are as follows:

NUMBER OF MEMBERS ON ELIGIBILITY LIST	2,840
BALLOTS RETURNED TO PERC UNDELIVERABLE OR REFUSED	9
BALLOTS VOIDED:	
Original ballot returned and voided where replacement ballot had been issued	1
Re-issued ballots voided due to inability to compare signature as required	5
Ballot voided due to obliteration of return address validation sticker	1
Ballots cast blank	1
Mail ballot envelopes returned with no ballot enclosed	2
Ballots spoiled	3
	13
BALLOTS VOTED "YES"	1,206
BALLOTS VOTED "NO"	774

I trust that these results are conclusive, and that further action will not be required on our part. I take this opportunity to thank the parties for their assistance and cooperation. The strong percentage of ballots voted and the extremely small percentage of ballots returned undeliverable must be attributed to your attention to detail in the preparation of the eligibility lists. This certainly made our task easier, and this was in fact the smoothest large mail ballot election I have ever supervised.

Very truly yours,

PUBLIC EMPLOYMENT
RELATIONS COMMISSION

/s/ Marvin L. Schurke
MARVIN L. SCHURKE
Executive Director

MLS/bbw

PETITIONER'S EXHIBIT 15

STATE OF
WASHINGTON

Dixy Lee Ray
Governor

PUBLIC EMPLOYMENT RELATIONS COMMISSION
603 Evergreen Plaza,
Olympia, Washington 98504
206-753-3444

Marvin L. Schurke, Executive Director

March 3, 1978

Ms. Jerry Ard, President
Firstbank Independent
Employees Association
P.O. Box 187
Seattle, Washington 98111

Mr. Don J. Hofer, Director
Retail Clerks International Union
320 Vandveer Building
2819 First Avenue
Seattle, Washington 98121

Re: Firstbank Independent Employees Association
Case No. 1327-E-78-264

Gentlepersons:

We have had an inquiry as to whether my letter of February 28, 1978 overstates the number of FIEA members, and have re-examined our records in that regard.

The number "2,840" indicated in my letter of February 28, 1978 represents the sum of the numbers indicated on the eligibility list which we received from the FIEA's

mailing service (1472 + 1342) plus the 26 additional names on the supplemental eligibility list. We should not have trusted the pre-marked totals, as a hand-count of those eligibility lists indicates only 2598 names. The difference is picked up in blank and spacer positions on the mailing label strip, which were included in those pre-marked totals.

Please consider this as an amendment to my February 28, 1978 letter. The correct entry should be as follows:

NUMBER OF MEMBERS ON ELIGIBILITY LIST 2,624

I apologize for any inconveniences this may have caused you.

Very truly yours,

PUBLIC EMPLOYMENT
RELATIONS COMMISSION

/s/ Marvin L. Schurke
MARVIN L. SCHURKE
Executive Director

MLS/bbw

PETITIONER'S EXHIBIT 17

Retail Clerks International Union

Doth Grant This Charter To

Jerry Ard, Kathleen E. Keene, Marnie Cassel, Walter Greene, Tami Klimke, Cynthia J. Batdorf, Edwin D. Winkey, Gladys J. Tellessen, Zoe E. McQuilkin, Karl Holzheimer, Zelda L. Prickett, Lucille M. Ward, Sharon M. Keyes, N. Jean Olson, Darlene G. Van Slyke, Lynda M. Garman, Sharon Ann Nelson, Leonard Williams, Dick A. Smith, Sharon L. Wilcox, Isabel Corn

and to their successors legally qualified to constitute the Local Union herein named and known under the title of the Financial Institution Employees of America, Local No. 1182 of the Retail Clerks Interantional Union for the purpose of a thorough organization of employees and other persons performing work or services in connection with, or related to banks, credit unions or other financial institutions in the city of Seattle and the entire state of Washington or any other jurisdiction as may be determined from time to time by the International Union.

The Local Union, being duly formed, is hereby empowered and authorized to initiate into its membership any person, or persons, in accordance with the Constitution and laws of the International Union and its own laws, and to conduct its affairs in compliance with the best interests of the membership. The autonomy of the Local Union is hereby ordained and secured, provided, that the said Local Union conforms to the Constitution and Laws of the Retail Clerks International Union. In default of any part, thereof, this Charter may be suspended or revoked according to the Constitution and laws of the International Union. Should the said Local Union forfeit this Charter, withdraw, be dissolved or expelled, then the persons to whom this Charter is granted, or their successors, bind themselves to surrender it, together with all such other

property, to the Retail Clerks International Union as required by the aforesaid Constitution and laws.

Wherefore, in consideration of the Local Union's full acceptance and due performance of the above, the Retail Clerks International Union does hereby bind itself to support said Local Union in the exercise of all its constitutional rights and privileges.

In Witness Whereof, we have subscribed our names and affixed the Seal of the International Union this 1st day of April A.D. 1978.

William H. Wynn, International President

Attest: Thomas G. Whaley, International Secretary-Treasurer

PETITIONER'S EXHIBIT 18

Management Memo

Information published for the management of
Seattle-First National Bank

January 9, 1978 (#42)

TO ALL SUPERVISORS, MANAGERS AND OFFICERS:

UNION OFFICIALS ANNOUNCE AFFILIATION INTENTIONS:

On January 9, officials of the union announced that they have agreed with Retail Clerks officials to affiliate the two unions, making Firstbank Independent Employees' Association (F.I.E.A.) a local of the Retail Clerks' International Union (R.C.I.U.). This affiliation will be subject to an election, the date of which is yet to be announced by the union.

Voting Eligibility Question

The unions have advised all bargaining unit staff by mail that only those who join FIEA by January 19 will have the opportunity to vote in this affiliation election. However, the National Labor Relations Board (N.L.R.B.) in Washington, D.C., has recently ruled that *all* staff members in bargaining unit jobs, regardless of whether they are dues paying members, have the right to vote on the matter of who represents them. This ruling specifically applies to affiliation elections. Thus FIEA's and RCIU's requirement of membership for the right to vote is not consistent with the Labor Board's ruling and seeks to exclude the majority of those affected by the election.

If asked for advice, you should neither encourage nor discourage staff members regarding joining the union for voting eligibility because (1) it is illegal under the

National Labor Relations Act for an employer to encourage or discourage membership in a union and (2) membership should make no difference as to eligibility for voting due to the recent NLRB ruling. In your response feel free to advise your staff members that Bank management is restricted by law from taking a position on membership, but that membership is irrelevant because the NLRB has ruled that non-members of a union have the same right to vote as members in an affiliation election.

First Bank's Reaction

First Bank management is opposed to affiliation. Affiliation is not in the best interest of our employees. Very soon, you will receive more information regarding First Bank's reasons for opposing affiliation.

If asked about the subject of affiliation and perhaps, how to vote, advise your staff members to weigh both sides of this issue carefully and that they will be supplied with First Bank's position so they will have full opportunity to consider the respective points of view.

BARGAINING PROGRESS REPORT:

The negotiations for a new contract continue with the next meeting scheduled for Thursday, January 12. The only issues which continue to be of significant discussion are Bank collection of union dues and confidential staff information reports to be submitted to the union on a regular basis. The Retail Clerks representative remains as the union's chief spokesman at the table.

If you or your staff have any questions regarding these developments, please call the Direct Line (206) 583-3406.

PETITIONER'S EXHIBIT 23(d)

RECORDED MESSAGE #97

The bank issued a management memo saying that all bargaining unit employees have the right to vote. We agree and all non-members have been sent a notice advising that they can vote by joining the union and paying dues before January 19. Contract the FIEA office at . . . if you have any questions. We want to be sure that all employees have an opportunity to get full information about the affiliation with the Retail Clerks International Union. Be sure to call us if you are unaware of a meeting in your area. Tuesday there is a meeting at 7:30 at the Sherwood Inn on 45th for north end employees and Wednesday a meeting will be held at the White Shutter Inn on Pacific Hiway South for south end employees.

EMPLOYER'S EXHIBIT 1

CONSTITUTION

Retail
Clerks
International
Union
1775 K Street N.W.
Washington, D.C. 20006

As amended and revised at the 27th Convention held at Honolulu, Hawaii, July 25-29 inclusive, 1977, including changes adopted by the International Executive Board pursuant to authority delegated by such convention.

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Retail
Clerks
International
Union

William H. Wynn
International President

Thomas G. Whaley
International Secretary-Treasurer

CONSTITUTION

As amended and revised
at the 27th Convention
held at Honolulu, Hawaii,
July 25-29 inclusive, 1977,
including
changes adopted by the
International Executive Board
pursuant to authority
delegated by such convention.

Affiliated with

American Federation of Labor and
Congress of Industrial Organizations

Canadian Labour Congress

Food and Beverage Trades
Department, AFL-CIO

Union Label and Service Trades
Department, AFL-CIO

Union Label Trades Department, Canada

Maritime Trades Department, AFL-CIO

Department of AFL-CIO Unions
for Professional Employees

International Federation of Commercial,
Clerical and Technical Employees
(Offices in Geneva)

Preamble

WHEREAS: The organization of workers into trade unions has been demonstrated to be, and is, essential to the economic, social, and political freedom of society and to the successful functioning of a democracy of, for, and by the people free from dictatorship, to the end that men and women shall live and work without discrimination or exploitation; and,

WHEREAS: The history of the workers in our jurisdiction throughout the world has been but the record of constant struggle against oppression; and,

WHEREAS: These troubles have arisen almost entirely from lack of unity and confidence in each other as workers, and misunderstanding the true causes of oppression; and,

WHEREAS: Unity guided by intelligence is a source of strength that can withstand all attacks, and that, without intelligent organization, we cannot acquire the discipline which enables ue to act together, concentrate our strength, and direct our efforts towards the desired end, and also acquire the patience which enables us to wait for the results; and,

WHEREAS: Under prevailing economic conditions, developed with the aid of the governmental authority for owners of property to organize in the corporate and other forms of ownership associations, the individual unorganized worker is commonly helpless to exercise actual liberty of contract and to protect his freedom of labor, and thereby to obtain acceptable terms and conditions of employment; and,

WHEREAS: It is necessary that he have full freedom of association, self-organization, and designation of representation of his own choosing to negotiate the terms and conditions of his employment, and that he shall be free from interference, restraint, or coercion of employers or their agents in the designation of such representa-

tives, or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection;

THEREFORE: For the purpose of promoting such unity and sentiment of action among the workers within our jurisdiction, and joining them closer together for mutual protection, we have organized the RETAIL CLERKS INTERNATIONAL UNION; and hereby adopt the following Constitution:

CONSTITUTION

of

Retail Clerks International Union

SECTION 1

Name and Headquarters

(A) This Union shall be known as the RETAIL CLERKS INTERNATIONAL UNION and shall consist of an unlimited number of Local Unions and members, all of which shall be subject to this Constitution and any laws enacted pursuant to it, and shall not be dissolved while there are three dissenting Local Unions.

(B) The Headquarters of the Retail Clerks International Union shall be located in the Metropolitan Washington, D.C. area unless otherwise determined by the International Executive Board

SECTION 2

Objectives and Principles

The objectives of this International Union shall be: To establish and conduct an International Union of persons engaged in the performance of work or services within its jurisdiction; to organize, establish, and charter bodies in all states and territories of the United States, Canada, and North America; to organize, unite, and assist persons, irrespective of race, creed, color, sex, or national origin, engaged in the performance of work or service within its jurisdiction for the purpose of improving wages, hours, benefits, and working conditions; to obtain the status of exclusive bargaining representative of persons employed within the jurisdiction of the International Union and to process and resolve grievances and enforce all other rights arising out of such collective bargaining relationships; to engage in educational, legislative, political, civic, social, welfare, community, and other activities; to advance and safeguard the full employment, economic security, and social wel-

fare of its members, and of workers generally; to protect and extend democratic institutions, civil rights and liberties, and the traditions of social and economic justice of the United States and Canada; to function as an autonomous International Union affiliated with other International Unions in national and international federations; to print and disseminate publications; to protect and preserve the International Union as an institution and to perform its legal and contractual obligations; to acquire, receive, hold, manage, lease, convey, invest, expend, or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in this International Constitution; to take all steps and actions, which are reasonable and proper, to promote the welfare and interests of its members, of workers within its jurisdiction, and of workers generally.

SECTION 3

Jurisdiction

The jurisdiction of the Retail Clerks International Union shall encompass but shall not be restricted to:

(A) Employees and other persons, including professionals, technicians, managers, supervisors, administrators, clerical, and ancillary personnel, both public and private, performing work or services in connection with or related to the sale, distribution, provision, or production of goods, merchandise, or services;

(B) Anyone performing any work or services incidental or related to work within the jurisdiction of the International Union, including work performed for the International Union or its chartered bodies, or who is otherwise performing work or services ruled by the International Executive Board to be within the jurisdiction of the Retail Clerks International Union.

SECTION 4

Membership Classifications

(A) All persons are eligible to membership in the Retail Clerks International Union whose membership is

not otherwise restricted or precluded by this Constitution or by other actions consistent with and authorized by this Constitution or International law, provided that no such restrictions or preclusions shall be based upon race, creed, color, sex, national origin, or age. Membership shall be in accordane with the following classifications, and no member shall hold more than one classification of membership at any one time: Active, nonactive, general, paid-up life, honorary, and associate. Suspended or expelled members, members on withdrawal, or any person who is not a member in accordance with the six classifications of membership provided for in this section, shall not be considered members for any purpose, except as may be directed pursuant to a remedial order of the International President or the International Executive Board following an appeal under this Constitution.

(B) An active member is a member who is employed within a collective bargaining unit represented by the International Union or any of its chartered bodies; who is employed by an employer who is the subject of an active organizing effort by the International Union or any of its chartered bodies; who is an employee or salaried officer of the International Union or any of its chartered bodies or of any organization approved by the International Executive Board with which the Retail Clerks International Union or any of its chartered bodies has affiliated; or who is a member of the International Union through a Local Union or a division of a Local Union, which was a professional or other association that has been chartered by or merged with the International Union or any of its chartered bodies; except that, at the request of a Local Union, the International President may extend the active membership of any member in that Local Union during a period of temporary unemployment, if the International President determines that exceptional circumstances warrant such extension.

(C) A Local Union may provide in its bylaws for the establishment of an associate membership for former

active members who are no longer eligible for active membership in the International Union.

(D) 1. Any Local Union may provide in its bylaws for the issuance of paid-up life membership in the Local Union to any of its members who have accumulated 15 or more years' active membership in the International Union and who are no longer eligible for active membership in the International Union.

2. Proposals to grant paid-up life memberships shall be introduced at a regular meeting of the membership and acted upon at the next regular meeting. Between the first and second meeting referred to herein, the President of the Local Union shall obtain verification from the International Secretary-Treasurer establishing the membership status of such member.

If paid-up life membership is approved for any member, the President of the Local Union shall immediately notify the International Secretary-Treasurer of such action. If such member again becomes eligible for active membership in the International Union, he or she shall deposit his or her paid-up life membership card in the same manner as provided for withdrawal cards in Section 6.

(E) A nonactive member. An owner-operator of an establishment within the jurisdiction of the International Union.

(F) 1. Any member who is no longer eligible for active membership in the International Union, who desires to maintain membership in the International Union, shall on or before the first day of the month following the date of issue of his or her withdrawal card deposit it at International Headquarters in order to become a general member. Any general member who again becomes eligible for active membership in the International Union shall deposit his or her general membership card with the Local Union within whose jurisdiction he or she is employed in the same manner as is provided for withdrawal cards in Section 6.

2. When a member applies for general membership, he or she shall be advised by the International Secretary-Treasurer, by certified mail, of his or her funeral benefits standing, if any, as of the time of application, subject to appeal to the International President.

3. General members shall pay to the International Union $2.00 per month dues, together with such assessments as may be levied by the International Executive Board, said dues to be payable on or before the first day of the month in advance. If dues and assessments are not so paid, such general member is delinquent. Any person becoming a general member on or after August 1, 1972, shall pay dues of $4.00 per month, as provided above.

(G) No person shall hold honorary membership in any Local Union of this International Union. The International Executive Board shall have exclusive authority to confer upon any individual honorary membership in the International Union in recognition of distinguished public service.

(H) All applications for membership in this International Union, by either new members, reinstated members, or those entering the Local Union on withdrawal cards, shall be made on forms furnished or approved by the International Union. Copies of such applications for membership shall be immediately forwarded to the International Secretary-Treasurer. No Local Union shall accept to membership any person who has been expelled from the Union.

(I) Members shall hold membership through the Local Union in whose jurisdiction they are working or last worked, except for members employed by the International Union or District Councils, who shall hold membership in such Local Union as may be determined by the International President. Where a member works within the jurisdiction of more than one Local Union, such member shall hold membership through the Local Union in whose jurisdiction such member first worked.

No member shall be permitted to hold membership in more than one Local Union of this International Union; provided, however, that nothing in this Constitution shall be construed to prohibit a Local Union from establishing a service fee for any person employed within its jurisdiction and working within a collective bargaining unit represented by it because such person is a member of the International Union through another Local Union in whose jurisdiction such member is also working.

(J) Employers, except for owner-operators, are not eligible for membership in the International Union; provided, however, that any member becoming an employer, other than an owner-operator, shall be entitled to a withdrawal card. Any member becoming an employer, other than an owner-operator, may become a general member by depositing such withdrawal card at International Headquarters on or before the first day of the month following the date of its issue as provided in Subsection 4(F).

(K) Any person who is a member of, or subscribes to, or supports the principles of a Communist or Fascist party or similar organization, having as its purpose to overthrow the government of the United States or of Canada, by force or violence, or to deny to citizens the guarantee of the Bill of Rights, or to throttle or eliminate a free trade labor movement, shall not be eligible for admission to membership in this International Union, nor shall such person hold membership therein. Any member charged as stated above shall be tried in accordance with the procedure set forth in this International Constitution and laws and if found guilty shall be forever barred from membership in this International Union. Any individual who has obtained membership by false statements as to the above shall be expelled after proper trial in accordance with the Constitution and laws of this International Union.

(L) Any member who is otherwise entitled to resign his or her membership while remaining employed within

the jurisdiction of the International Union must give 30 days' notice by certified mail to the Local Union in which he or she is a member before his or her resignation may become effective.

SECTION 5

Membership Rights and Privileges

(A) Active members shall enjoy all rights and privileges of membership in their respective Local Unions and in the International Union, including the right to vote at all regular and special meetings and to hold any office if otherwise qualified under their Local Union's bylaws and this Constitution.

(B) Associate and paid-up life members may be privileged to attend membership meetings and serve on committees as the Local Union President may determine. Such members may, at the request of the Local Union President, make reports or otherwise address such meetings. They shall have no voice or vote in union affairs, nor shall they hold union office.

(C) Nonactive, general and honorary members and nonmembers shall be allowed to attend and address union meetings at the discretion of the Local Union President. Such persons shall have no voice or vote in union affairs, nor shall they hold union office.

SECTION 6

Withdrawal and Military Leave Courtesy Cards

(A) The following members whose current dues and fees have been paid shall be entitled to withdrawal cards without charge therefor:

1. Members who become employers;
2. Members no longer employed within a collective bargaining unit represented by and within the jurisdiction of the Local Union;
3. Members whose positions are excluded from coverage by a collective bargaining agreement;

4. Members who are employed by the International Union or any of its chartered bodies who are represented by another labor organization for purposes of collective bargaining with the International Union or any of its chartered bodies; and

5. Members no longer employed by an employer who is the subject of an active organizing effort by the International Union or any of its chartered bodies and who is not a party to a collective bargaining agreement with the International Union or any of its chartered bodies.

(B) Withdrawal cards shall be dated as of the first of the month following the member's eligibility to receive such card.

(C) Persons holding withdrawal cards may maintain continuous membership:

1. By depositing the withdrawal card with the International Union no later than the first day of the month following the date of issuance, along with one month's dues, as provided in Section 4(F), with the International Union and becoming a general member as provided in Section 4(F), or

2. If eligible for active membership, by depositing the withdrawal card with the Local Union within whose jurisdiction he or she is employed or last held membership within one calendar month from the date of its issuance, together with the payment of the current dues.

(D) Any person possessing a withdrawal card and making application for membership in a Local Union shall be accepted as a reinstated member, without the payment of a fee, except the current dues, provided the card is deposited with the Local Union within whose jurisdiction such person is employed within 30 days from the date of employment within a collective bargaining unit represented by the International Union or such Local Union, or within 30 days from the date of employment by the International Union or any of its chartered bodies, unless a longer period of time is duly established

by such Local Union. Any person who is employed within a collective bargaining unit represented by the International Union or any of its chartered bodies and fails to deposit his or her withdrawal card as prescribed in this subsection shall have his or her withdrawal card declared void and shall not be reinstated to membership without the payment of the applicable reinstatement fee.

(E) In the event any member enters the military service of the United States or Canada, whether voluntarily or by draft, such member shall be entitled to, upon request, a military leave courtesy card with the privilege of depositing it with any Local Union within whose jurisdiction he or she is working, within six months after discharge from military service, provided such member's current dues and fees have been paid, and, further provided that, when such person resumes employment within a collective bargaining unit represented by and within the jurisdiction of the Local Union, he or she makes application for membership in the required manner, presents evidence of his or her discharge, and pays his or her current dues.

(F) During such military leave, the benefits as provided in this Constitution shall be inoperative; however, any such person readmitted under the above provisions shall immediately be restored to membership status in all respects as of the time of the issuance of the military leave courtesy card.

(G) Military leave courtesy cards presented for membership after the aforementioned six months' period shall be honored as regular withdrawal cards as set forth by this Constitution in Section 6(D).

(H) Recipients of withdrawal, military leave courtesy cards or holders of paid-up life or honorary membership cards receive such cards and privileges incident thereto in recognition of past membership or service or as a conferred honor. Continued possession of such cards and privileges incident thereto presumes that the holders of these cards will continue to uphold the aims, objectives,

and principles of the Retail Clerks International Union. Should any such person engage in any act which, if engaged in by a member, would constitute a disciplinary offense under Section 34 of this Constitution, the International Executive Board, after the issuance of a direction to show cause and consideration of any response from such person, may cancel or suspend any of the foregoing cards, memberships, or privileges.

SECTION 7

International Officers

The officers of this International Union shall consist of an International President, International Secretary-Treasurer, and 22 International Vice Presidents (except as provided in Section 8(A)(2), to be numerically designated for nomination and election purposes only; thereafter, to be listed in order of their seniority on the International Executive Board.

SECTION 8

International Executive Board

(A) 1. The International Executive Board shall have full power during the intervals between International Conventions to make such laws as may be needed in the interest and for the benefit of the International Union, which shall be published in the *Retail Clerks Advocate* and become effective the first of the month following such publication.

2. The International Executive Board, during the interim between the 27th and 28th regular Conventions of the International Union, shall be empowered from time to time to elect additional Vice Presidents as members of the International Executive Board. In no event, however, shall the total number of Vice Presidents exceed 34 in number. Such International Vice Presidents, when elected, shall hold office concurrently and on the same basis and tenure as incumbent International Vice Presidents; except that a minimum of nine International Vice Presidents shall not be in the primary employment of the

International Union, and except further that a minimum of one of the Vice Presidents not in the primary employment of the International Union shall be a resident of Canada and a member of a Local Union chartered by the Retail Clerks International Union situated in Canada.

3. The International Executive Board shall have the power to levy such assessments as it may deem necessary, and to authorize the payment of benefits, subject, however, to the limits set out in this Constitution and laws.

4. The International Executive Board shall employ a certified public accountant to perform a complete audit of the financial books and records of the International Union during the month of May of each year. Such certified public accountant shall be approved by the surety company furnishing the bond of the International President and International Secretary-Treasurer.

5. The International President shall be authorized to convene meetings of the International Executive Board whenever the International President deems it advisable or whenever requested by majority vote of the Board. In connection therewith, the International President shall fix the time and place of such meetings. The International President shall chair the International Executive Board meetings, provided that in his or her absence the International Secretary-Treasurer shall chair, and provided further that, in the absence of both the International President and the International Secretary-International Vice President then serving on the International Board of Trustees shall chair. The chairperson shall vote where that vote would be determinative of the outcome or in all cases where a secret ballot vote is conducted. A majority of the members of the International Executive Board shall constitute a quorum for the conduct of all business.

(B) The International Executive Board shall have power to authorize strikes or other economic action in conformity with the Constitution and laws of the Inter-

national Union, when necessary to defend the organization in any locality against the attacks of employers, combinations, lockouts, or any attempt to disrupt or destroy the organization; to support such actions by levying a per capita tax assessment and by ordering a cessation of work for any employer involved, irrespective of where such work is located; to protect the property and interests of the International Union in such manner as it may deem helpful and beneficial, so long as it is not inconsistent with, and is within the meaning of this section; to make agreements with employers covering hours, wages, and conditions of employment.

Any authorization of strike action under this or any other section of the International Constitution in respect to any Local Union is contingent upon such Local Union disclosing all relevant facts relating to the proposed strike and the reasons and justifications therefor. Any authorization obtained without such full disclosure shall be considered not to have been given.

Authorization of any strike action by the International Union shall not operate to impose any liability on the International Union or its officers or to make them parties to any such action. The International Union does not assume any liability of any nature to any person or persons simply by reason of such authorization.

(C) The International Union shall pay the authorized expenses of the International Executive Board in connection with its meetings or other authorized work performed by it. Such expenses shall be paid for on a reimbursement and/or per diem basis, and, in addition, a stipend shall be paid to those International Vice Presidents not in the primary employment of the International Union.

(D) The International Executive Board shall have the authority to grant dispensation of the fee otherwise required by Section 18(A)1 for applicants for membership or reinstatement in cases where the Local Union has waived Local Union initiation or reinstatement fees dur-

ing active organizing programs and for applicants for membership or reinstatement in cases where the Local Union collects no initiation or reinstatement fee as a result of open shop conditions mandated by law or contract, provided that for such open shop situations any such dispensation shall not provide for a fee of less than the current applicable per capita tax as required by Section 18(A)4.

(E) The International Executive Board shall have authority to grant dispensation in the payment of initiation fees, union dues, or other financial obligations relating to membership in those jurisdictions operating under laws or regulations which require that membership in good standing be a condition precedent to the filing or processing of petitions for certification or representation or the legal equivalent thereof, and where the circumstances are such that the International Executive Board deems such action to be necessary; such dispensation, when granted, may include any part or portion of the financial obligations above referred to and shall be under such terms and conditions as the International Executive Board may stipulate.

(F) Recognizing that special problems may face chartered bodies in Canada which do not face other chartered bodies in the jurisdiction of the International Union, the International Executive Board shall be empowered to give special consideration to Canadian bodies, upon written request. Such special consideration shall not be inconsistent with the purposes of this Constitution.

(G) The International Executive Board may delegate any of its specific powers to the International President, to be exercised by him or her on its behalf between meetings of the International Executive Board.

(H) The International Executive Board by the vote of two-thirds of its members shall have the power to call a special Convention of the Retail Clerks International Union to consider such questions as the International Executive Board by the same vote shall certify to it. A

special Convention shall be convened by such procedures as a majority of the International Executive Board shall specify, which may include a specification that the delegates, but not votes, from each Local Union be reduced.

I) The International Executive Board shall have the power to authorize and effectuate the merger of any other labor organiaztion into the Retail Clerks International Union, where such merger can be effectuated without amendment to this Constitution. The International Executive Board may waive the application of any provision of this Constitution for a period not to exceed three years, where such waiver is necessary to properly effectuate the merger. Where the effectuation of a merger of the Retail Clerks International Union with another labor organization requires amendment to this Constitution, the International Executive Board may authorize the International President to enter into discussions directed toward merger. Approval of such a merger shall be submitted by the International Executive Board to a regular Convention or to a special Convention called by it for the purpose of considering the proposed merger.

(J) The International Executive Board shall have the power to authorize the merger of Local Unions of the Retail Clerks International Union or of an organization not chartered by the Retail Clerks International Union into a Local Union of the Retail Clerks International Union. The International Executive Board shall prescribe the conditions under which any such merger shall be effectuated.

(K) If any provision of this Constitution shall be declared or shall otherwise become invalid or impaired by virtue of any Federal, State, or Provincial legislative enactment, or by virtue of any decision or regulation of any Federal, State, or Provincial court or administrative agency, the International Executive Board shall have the authority to suspend the operation of any such provision during the period of its invalidity or impairment and shall also have the authority to substitute a provision

or provisions which, to the extent permitted by law, will meet the objections and which will be in accord with the intent and spirit of the invalid provision. The International Executive Board shall give written notice of all Local Unions and all District Councils after exercising this power. If any provision of this Constitution should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Constitution shall not be affected thereby.

SECTION 9

International President

(A) The International President shall be the chief executive officer of the International Union and shall exercise supervision over the affairs of the International Union.

(B) It shall be the duty of the International President to preside at all Conventions, appoint all committees, unless otherwise ordered by the Convention, and sign all charters and other official documents of the International Union.

(C) The International President shall manage, conduct, and edit the *Retail Clerks Advocate* and any other publications of the International Union.

(D) The International President shall have the authority to manage and control all funds and property of the International Union, except as otherwise provided in Section 12 of this Constitution. He or she shall have the authority, between meetings of the International Executive Board, to direct and approve the expenditure of the funds of the International Union as shall be necessary or advisable in carrying out the principles and objectives of the International Union, and for any additional purposes and objectives not inconsistent therewith which will further the general interest and welfare of the International Union. Such expenditures shall be made by check cosigned by the International President and the International Secretary-Treasurer, provided that, in the event of a vacancy in either of such offices, the survivor and

third Trustee shall cosign checks until the vacancy is filled. He or she shall have the authority to invest the surplus funds of the International Union where he or she deems it advisable, subject to the approval of the Board of Trustees. He or she shall be further empowered to do all acts, whether or not expressly authorized in this Constitution, which he or she deems necessary or proper for the protection of the funds or property of the International Union, subject to the approval of the Board of Trustees. No expenditure of International Union funds shall be made except upon authorization of the International President, except as otherwise provided in this Constitution.

(E) The International President shall have the authority to interpret the Constitution and laws of the International Union and to decide all questions relating thereto; to resolve any dispute between chartered bodies or members thereof, or between chartered bodies and the International Union, for which a remedy is not otherwise provided in this Constitution or in the bylaws of the respective chartered bodies; subject to an appeal to the International Executive Board.

(F) The International President shall commission active members as International Representatives. Such International Representatives shall assist the International President in the carrying out of the duties and responsibilities of his or her office and shall work under his or her supervision. The International President shall fix their compensation and other conditions of service. Any aggrieved International Representative may appeal to the International President and, if he or she remains aggrieved, to the International Executive Board, provided that there is no other grievance procedure authorized by the International Union.

(G) The International President shall employ and fix the compensation and other terms of employment of assistants, professional and other personnel that he or she deems advisable for the purpose of carrying out the

duties of his or her office and to effectively administer the affairs of the International Union. Such personnel shall work under the supervision of the International President. He or she shall have the authority to terminate the employment of any such personnel in the best interest of the International Union.

(H) The International President may assign representatives to assist Local Unions.

(I) The bond of the International President shall be in such amonut as the International Executive Board shall deem sufficient to fully protect the International Union and shall be furnished by a surety company approved by the International Executive Board, the premium thereof to be paid by the International Union.

(J) The International President, or his or her designated representative, is hereby authorized, by virtue of his or her office, to attend as an official delegate to the International Union all meetings, conferences, or conventions that may be held where the International Union is entitled to representation or where the best interest of the International Union may be served by his or her presence, and he or she is further authorized to appoint such additional delegates as the International Union may be entitled to send to such meetings, conferences, or conventions.

(K) 1. A trusteeship may be imposed by the International Union upon a chartered body to correct corruption or financial malpractice; assure the performance of collective bargaining agreements or other duties of a bargaining representative; restore democratic procedures; or otherwise carry out the legitimate objectives of the International Union, including the enforcement of compliance with Federal, State, or Provincial law, the Constitution or laws of the International Union, or the approved bylaws of the chartered body. Whenever in the judgment of the International President such action is required, he or she shall have the power to place such chartered body in temporary trusteeship or take such

other temporary action as he or she deems necessary. If a temporary trusteeship is imposed, the International President shall appoint a trustee, who shall administer the affairs of the chartered body during trusteeship. Within 30 days following the imposition of a temporary trusteeship, a hearing shall commence to determine whether the trusteeship is justified and shall be continued.

2. a) The trustee shall act under the supervision of the International President, who may remove him or her at any time and appoint a successor.

b) The trustee shall take immediate charge of the affairs of the chartered body and shall have the right, upon demand, to all assets and records for the period that he or she is in charge, to be held in trust for the benefit of the members of the chartered body. During the trusteeship the assets of the chartered body shall be expended for the conduct of its affiairs and the operation of the trusteeship. The trustee shall be bonded in sufficient amount as determined by the International President to safeguard the assets of the chartered body.

c) When a trusteeship is imposed, the functions of the officers of the chartered body shall be suspended and their functions shall pass to the trustee, who may delegate such functions to interim officers. If the International President determines after hearing that the trusteeship is justified, and thereby ratifies the trusteeship, all offices within the chartered body shall immediately become vacant. The trustee may then appoint acting officers, all of whom shall serve under his or her direction. He or she may remove them at any time and appoint successors. If the International President determines that the trusteeship was not justified, or should not continue, the suspended officers shall be restored to their prior offices without loss of salary or benefits, unless otherwise determined in accordance with the procedures set forth in this Constitution.

d) After the trusteeship has been ratified, the trustee shall have authority to bring disciplinary proceedings, including the filing of charges, against any former officer or member of the chartered body who he or she has reasonable grounds to believe has contributed to the conditions leading to the establishment of the trusteeship. In any such disciplinary proceeding, the accused shall be tried before a representative appointed by the International President. Trial proceedings shall be in accordance with the applicable provisions of Section 35(A). The representative appointed to conduct the trial shall, upon its completion, submit findings and recommendations to the International President with the trial record. The International President is thereupon authorized to take such disciplinary measures as the circumstances warrant including fine, suspension, or expulsion. Appeals from the decision of the International President may be taken to the International Executive Board in accordance with the applicable provisions of Section 35(C).

e) The autonomy of the chartered body shall be suspended during the period of the trusteeship, except that membership votes shall be held where required under Sections 30 and 32.

f) The trustee shall make periodic reports to the International President on the progress of the trusteeship. He shall also hold meetings of the membership not less than quarterly for the purpose of reporting to the membership on the affairs and transactions of the chartered body.

3. a) The temporary trusteeship hearing shall be conducted by a hearing officer appointed by the International President.

b) Adequate notice of the time, place, and subject of the hearing shall be sent by the International President to the members of the chartered body.

c) The chartered body shall be represented by its officers, who, subject to rules formulated by the hearing officer to prevent undue repetition, shall have the right to

examine and cross-examine witnesses, present other evidence, and argue the case for or against trusteeship.

d) Members shall have a right to testify, subject to rules formulated by the hearing officer to prevent undue repetition. If a member alleges that the officers of the chartered body cannot adequately represent his or her interests, the hearing officer may determine, upon a sufficient showing, to permit the member to participate in the examination and cross-examination of witnesses, the presentation of other evidence, and the argument.

e) Any officer or employee of the chartered body who refuses to produce any document relevant to the hearing shall be subject to immediate suspension from office or employment by the International President pending proceedings under Section 9(L).

f) The hearing officer may formulate whatever additional rules may be required to ensure a full, fair, and expeditious hearing.

g) All testimony shall be taken under oath, and a verbatim transcript shall be made of the hearing.

h) The hearing officer shall submit his or her findings and recommendations to the International President with the hearing transcript and exhibits.

i) Within 30 days from the date the hearing closes, the International President shall issue his or her decision and order, which shall include his or her findings and determinations. Such decision and order shall be sent to the members of the chartered body.

j) The International President shall make available for examination by the members of the chartered body, at the office of the chartered body, a copy of the hearing officer's finding and recommendations, the hearing transcript, and the hearing exhibits.

4. a) A decision and order of the International President to continue a trusteeship may be appealed to the International Executive Board in accordance with the applicable provisions of Section 35.

b) A decision and order of the International President determining that a trusteeship is justified shall constitute ratification of the trusteeship by the International Union unless reversed on appeal.

5. a) The trusteeship shall continue for such period as the International President shall consider necessary for the reorganization or stabilization of the affairs of the chartered body to achieve the purposes of the trusteeship; provided, however, that the body in trusteeship shall have the right to petition for removal of the trusteeship at intervals of not less than six months following the establishment of the trusteeship. Any such petition must first be duly signed by a majority of the active members of the chartered body and then filed with the International President.

b) Upon receipt of such petition, the International President shall at the earliest practicable time hold an inquiry to determine whether the trusteeship shall continue. The inquiry shall be conducted by a representative appointed by the International President, under rules formulated to ensure a full, fair, and expeditious inquiry. Due notice of the time and place of the inquiry shall be given to the members of the chartered body.

c) The representative holdings the inquiry, at its conclusion, shall submit findings and recommendations to the International President. The decision of the International President shall include his or her findings and recommendations, and shall be sent to the members of the chartered body.

d) The decision of the International President may be appealed to the International Executive Board by any member of the chartered body in accordance with the applicable provisions of Section 35.

6. Prior to the conclusion of the trusteeship, the trustee shall review the bylaws of the chartered body and shall submit his or her recommendations for amendment to the membership in accordance with the provisions for amendment contained in the bylaws. Prior to the con-

clusion of the trusteeship, the trustee shall conduct new elections for all offices of the chartered body in accordance with the Constitution of the International Union and the bylaws of the chartered body.

7. When the trusteeship is terminated upon order of the International President, the trustee shall return all assets and records to the chartered body and shall make an accounting of his or her trusteeship to the International President and the chartered body.

8. No obligation or liability of a chartered body which may have been incurred prior to the imposition of a trusteeship by the International President shall be assumed by or become an obligation of the International Union. No obligation or liability of a chartered body which has been placed in trusteeship, including obligations under existing collective bargaining agreements incurred subsequent to the institution of such trusteeship, shall become an obligation of the Retail Clerks International Union, unless specifically authorized or assumed by the International Executive Board.

(L) Whenever the activities of any member or officer of a chartered body involve, in the judgment of the International President, a situation imminently dangerous to the welfare or best interests of the International Union or a chartered body, the International President is authorized to assume original jurisdiction in such matter, even though charges may have been filed with another body and are pending. Under such circumstances, the International President may immediately suspend the person from membership or office, but he or she shall be required to accord such member or officer a hearing, upon notice of the charges against him or her, which hearing shall commence within 30 days of such suspension. The International President shall have authority to appoint a temporary successor to any officer thus suspended, to serve until the charges are disposed of. Such hearing may be conducted by a representative appointed by the International President. Following such hearing the In-

ternational President is authorized to take such disciplinary action as the circumstances warrant, including fine, suspension, expulsion, or removal from office. Appeal from the decision of the International President may be taken to the International Executive Board. Procedure on appeals shall be governed by the applicable provisions of Section 35.

(M) Whenever, in the judgment of the International President, a chartered body or the members thereof are working against the best interests of the International Union or are not in harmony with the Constitution and laws of the International Union, the International President shall have the power to order said body or the members thereof to cease such activities under penalty of suspension, subject to the approval of the International Executive Board.

(N) The International President shall receive in monthly installments an annual salary to be determined by the International Executive Board, which shall not be less than the annual salary in effect in January 1968. He or she shall also receive an allowance for expenses incident to the conduct of his or her office. Salary determinations by the International Executive Board once made shall constitute the new minimum.

SECTION 10

International Vice Presidents

It shall be the duty of the International Vice Presidents to render such assistance to the International President as he or she may require and to perform such other work under his or her direction as he or she may request and to render regular reports on the progress of organizational work assigned to them and with respect to any other duties or functions which they have been directed to perform.

SECTION 11

International Secretary-Treasurer

(A) The International Secretary-Treasurer shall have custody of all books, papers, funds, assets, property, and

effects of the International Union. He or she shall conduct all correspondence pertaining to his or her office. He or she shall keep accurate account between the Local Unions and the International Union, and shall prepare monthly reports, which shall be furnished the President of each Local Union, showing from what source the finances have been received, and for what purpose disbursed.

(B) The International Secretary-Treasurer shall furnish, at the expense of the International Union, all report forms, application forms, and material for the transaction of business between the International Union and the Local Unions. No chartered body shall use any forms for the transaction of such business except those furnished or approved by the International Secretary-Treasurer. The International Union shall pay all duties on supplies shipped outside the borders of the United States.

(C) The International Secretary-Treasurer shall collect all moneys due the International Union and shall deposit all funds in a responsible bank in the name of the Retail Clerks International Union. The book of deposit shall be balanced monthly, and he or she shall furnish a statement of such balance, together with an itemized account of all receipts and disbursements of the International Union for the previous month, to the International President and to each member of the International Executive Board. Only expenditures and bills approved by the International President shall be paid from the funds of the International Union and shall be paid by check.

(D) All income received from interest, rents, lease, or sale of any property of the International Union or any part thereof, shall be received by the International Secretary-Treasurer as provided for in the Constitution and laws of this International Union, and shall become a part of the general fund of the International Union. An accounting of all such receipts and expenses shall be published in the regular monthly financial statement sub-

mitted by the International Secretary-Treasurer to the Local Unions.

(E) Negotiable bonds and other securities shall be placed in safekeeping with a responsible depository in the name of the Retail Clerks International Union. Access to such safe deposit box shall be obtained only on the signature of the International President, the International Secretary-Treasurer, or the third Trustee.

(F) The International Secretary-Treasurer shall promptly notify the International Executive Board of the results of the votes cast on all propositions submitted to them.

(G) The International Secretary-Treasurer shall issue charters upon the approval of the International President. He or she shall, upon the application for and approve of a charter for a new Local Union, accompanied by the fees as prescribed in Section 23(A), issue the same as speedily as possible, duly sealed and signed by the International President and International Secretary-Treasurer.

(H) The International Secretary-Treasurer shall have the International Union name, emblem, and Store Card or other indicia of union shop identification registered in each state.

(I) The International Secretary-Treasurer shall submit a complete report of his or her work to each regular Convention and close all accounts on the first day of May preceding each regular Convention. He or she shall make out a report of the number of members for each month and forward same with per capita tax, to bodies with which the International Union is affiliated.

(J) The International Secretary-Treasurer shall be furnished with a seal, which seal shall be fixed to all official and important documents, and shall deliver to his or her successor in office all property and funds, assets and effects in his or her possession belonging to the International Union.

(K) The bond of the International Secretary-Treasurer shall be of such amount as the International Executive Board shall deem safe to fully protect the International Union and shall be furnished by a surety company approved by the International Executive Board, the premium thereof to be paid by the International Union.

(L) Constitutions and annual membership identification cards shall be furnished Local Unions by the International Secretary-Treasurer at the expense of the International Union in such number as may be required, and it shall be the duty of the Local Union President to issue such membership identification card to each member of the Local Union.

All members of the Local Union shall be issued such card at the commencement of each calendar year and new and reinstated members shall be issued such card at time of affiliation.

(M) The International Secretary-Treasurer shall provide for the bonding of such International Union, Local Union and District Council officers, representatives, and employees, as the International Secretary-Treasurer deems advisable, with a surety company approved by the International Executive Board. Each such officer, representative, or employee shall be bonded by said company in an amount adequate to protect the Local Union from loss, the amount of such bond, however, to be not less than $2,500.00 or the amount required by applicable law. Such bond shall run to the International Union. The cost of such bond shall be borne by the chartered body involved or the International Union, as applicable. Any Local Union or District Council failing to comply with this section within 30 days shall be subject to discipline.

(N) The International Secretary-Treasurer shall have the authority, without notice, to obtain or make a routine audit, inspection, or examination of all books and records of Local Unions or other chartered bodies. He or she shall exercise the foregoing authority through the appointment of authorized representatives or through the

employment of necessary personnel, with the approval of the International President.

(O) The International Secretary-Treasurer shall receive in monthly installments of an annual salary to be determined by the International Executive Board, which shall not be less than the annual salary in effect in January 1968. He or she shall also receive an allowance for expenses incident to the conduct of his or her office. Salary determinations by the International Executive Board once made shall constitute the new minimum.

(P) The International Secretary-Treasurer shall conduct his or her office under the general supervision of the International President and shall perform such other duties and responsibilities in aid of the International President as may be delegated to him or her by the International President.

SECTION 12

International Board of Trustees

(A) The International President, International Secretary-Treasurer, and an International Vice President to be elected annually by the International Executive Board shall, by virtue of their offices, constitute a Board of Trustees. The Board of Trustees shall elect a chairperson and secretary from among its members and shall keep a record of its meetings.

(B) The Board of Trustees shall purchase, manage, and control all real property of the International Union, and may sell, rent, lease, encumber, and improve the same in such manner as the majority of the Board of Trustees shall direct, but shall have no right to sell, convey, or encumber the current or a successor International Headquarters without the approval of the International Executive Board.

(C) The title to the International Headquarters and other real property currently held by the International Union, or which may hereafter be acquired, shall be vested by proper conveyance in the Board of Trustees and their

successors in office, to be held by the Board of Trustees in trust for the sole use and benefit of this International Union.

(D) Should a vacancy occur in the Board of Trustees, then such vacancy shall be filled as provided in this Constitution. The person chosen to fill such vacancy shall succeed to all authority of the member he or she is chosen to succeed.

(E) The Board of Trustees shall make a report to each regular Convention of all business transacted in connection with the Headquarters and other real property of the International Union.

(F) No member of the Board of Trustees shall receive any additional compensation by virtue of his or her services in connection with the management and control of International Headquarters or other real property of the International Union.

SECTION 13

International Board of Audit

Three International Vice Presidents elected annually by the International Executive Board, who are not on the Board of Trustees, shall constitute a Board of Audit. The Board of Audit shall meet at the office of the International Secretary-Treasurer during the month of May or June of each year for the purpose of reviewing the report of the certified public accountant retained by the International Executive Board to audit the financial books and records of the International Union. The report of the certified public accountant and the report of the Board of Audit, which shall be certified and sworn to, shall be furnished each Local Union and be published in the *Advocate*.

SECTION 14

Regular International Conventions

(A) The Retail Clerks International Union shall meet in regular Convention every five years, not later than

August of the convention year, to elect the officers of the International Union and to transact such other business as may come before the Convention. The date and place of the regular Convention shall be determined by the International Executive Board and the Executive Board shall make the necessary arrangements for holding such Convention.

(B) The International President shall instruct the International Secretary-Treasurer to issue a Convention call to each Local Union not less than six months prior to the month of each regular Convention. Such call shall state the time, date, and place of the Convention.

SECTION 15

Regular International Convention Delegates

(A) At the time the Convention call is issued, the International Secretary-Treasurer shall inform each Local Union of the number of delegates to which it is entitled and shall furnish each Local Union Secretary-Treasury with credential forms in duplicate, for delegates and alternates. The Local Union's Secretary-Treasurer shall mail the completed original credentials to the International Secretary-Treasurer immediately after the Local Union elects its delegates and alternates. Credentials must be received by the International Secretary-Treasurer 60 days prior to the convening of the Convention. The completed duplicate credentials shall be retained by the delegates and alternates and presented to the Credentials Committee immediately prior to the convening of the Convention. Each credential must be signed by the Local Union President and Secretary-Treasurer.

(B) Effective January 1, 1978, Local Unions shall be apportioned Convention delegates and votes in accordance with the following formula:

Number of Members in Local Union	Number of Delegates and Votes
1- 500	1
501- 1,000	2
1,001- 1,500	3
1,501- 2,000	4
2,001- 2,500	5
2,501- 3,000	6
3,001- 3,500	7
3,501- 4,000	8
4,001- 4,500	9
4,501- 5,000	10
5,001- 5,500	11
5,501- 6,000	12
6,001- 6,500	13
6,501- 7,000	14
7,001- 7,500	15
7,501- 8,000	16
8,001- 8,500	17
8,501- 9,000	18
9,001- 9,500	19
9,501-10,000	20
10,001-10,500	21
10,501-11,000	22
11,001-11,500	23
11,501-12,000	24
12,001-12,500	25
12,501-13,000	26
13,001-13,500	27
13,501-14,000	28
14,001-14,500	29
14,501-15,000	30
15,001-16,000	31
16,001-18,000	32
18,001-20,000	33
20,001-23,000	34
23,001- up	35

(C) The number of delegates apportioned to a Local Union shall be determined by the International Secretary-Treasurer upon the basis of its average monthly member-

ship for the 12 calendar months ending with the second month preceding the month in which the Convention call is issued. Each Local Union may elect a number of alternates up to the number of delegates to which it is entitled, in accordance with the procedures for the election of delegates.

(D) If a delegate is unable to be seated for any reason or is absent for good cause, the alternate elected by the greatest number of votes, or in the case of a tie the alternate chosen by a vote of that Local Union's seated delegates, shall succeed to the vacancy for the period of such delegate's absence from the Convention. An alternate succeeding to a vacancy shall have neither voice nor vote until recognized by the Credentials Committee.

(E) Each Local Union President shall be a delegate to International Conventions by virtue of election to office, except where a Local Union is entitled to or elects to send only one delegate to a special Convention, such delegate shall be elected by secret ballot. The remaining delegates and alternates to which a Local Union is entitled shall be nominated and elected by secret ballot in accordance with the procedures for the nomination and election of Local Union officers as provided in Section 27 of this Constitution, except as provided in this subsection. Where an election of delegates or alternates is to be conducted, nominations for all delegates and nominations for all alternates shall precede the conduct of the elections. No member shall be nominated as both a delegate and an alternate. Each active member voting shall be entitled to cast a number of votes for delegates and alternates up to the number of delegates and alternates to which the Local Union is entitled or chooses to elect, but in no event may a member cast more than one vote for any nominee. Such delegates and alternates shall be elected by plurality vote in descending order of the votes received, starting with the nominee receiving the highest number, up to the number of delegates and alternates to which the Local Union is entitled or chooses to elect, whichever is the lesser. In

the event of a tie that affects the outcome, there shall be a run-off election among the tied nominees.

(F) The nomination and election of delegates to the Convention shall be conducted at any time during the three months following the month in which the Convention call is issued. The election of delegates to the Convention shall be conducted by secret ballot. Not less than 15 days prior to the nomination of delegates, notice shall be mailed by the Local Union to each member at his or her last known home address, setting forth the times, places, and manner for conducting the nomination and election of delegates to the Convention.

(G) Any active member of the Retail Clerks International Union, as defined in Sections 4(B) and 5(A) of this Constitution, shall be eligible to vote for Local Union delegates to the Convention, in the Local Union through which he or she holds his or her membership.

(H) 1. Any active member of the Retail Clerks International Union, as defined in Section 4(B) and 5(A) of this Constitution, who has been an active member of the Retail Clerks International Union, or who had been a member of another organization merged with or chartered by the Retail Clerks International Union, for a continuous aggregate of at least one year preceding January 1 of the year in which the Convention is scheduled, shall be eligible to be a delegate to the Convention from the Local Union through which he or she holds his or her membership.

2. Nothing herein contained shall be so construed as to disqualify any member who accepts a salaried position with the American Federation of Labor and Congress of Industrial Organizations, the Canadian Labour Congress, the International Union, or any of its chartered bodies or to disqualify the delegates or delegates of a Local Union reorganized within a period of less than one year. A Local Union not in possession of a charter from the Retail Clerks International Union at the time the Convention call is issued shall not be entitled to rep-

resentation in the Convention of the International Union.

(I) The nomination and election of delegates shall be conducted in the same manner as the nomination and election of Local Union officers, as provided in Section 27 of the International Constitution.

(J) 1. Not more than 15 days subsequent to the election of delegates in a Local Union, all challenges to the election of such delegates shall be submitted to the Local Union general election chairperson. Not more than 15 days subsequent to the decision of the Local Union general election chairperson and judges respecting such challenge, a challenging party may submit an appeal to the International President. When a Local Union fails to rule on such challenge within 30 days of the Local Union election of delegates, a challenging party may submit an appeal to the International President not later than 15 days thereafter. Any challenge or appeal which could have been presented to the Local Union or International President in compliance with these filing requirements, but was not, shall be deemed to have been waived.

2. The International President shall refer such appeals to the Credentials Committee which shall consist of not less than five noncontested delegates, who shall be appointed by him or her not less than 20 days prior to the convening of the Convention. This committee shall meet prior to the convening of the Convention at the call of the International President to consider and resolve all appeals. This committee shall also independently review the credentials of all delegates and shall resolve all questions of irregularity. The committee shall report its ruling on appeals and irregularities to the Convention on the first day thereof. It may meet during the Convention at the call of the International President. The rulings of the committee shall be in force pending review by the Convention.

(K) The ballots and all other records pertaining to the nomination and election of delegates, including the membership mailing lists which were used to send the notices

of the nomination and election of delegates, shall be preserved for not less than one year by the Local Union Secreary-Treasurer.

(L) A Local Union may elect fewer than its quota of delegates, provided that such determination be made prior to or at the nominating meeting. The number of votes to which a Local Union is entitled at Convention on all recorded votes shall be divided equally among the seated delegates present.

(M) A Local Union shall not instruct its delegates in regard to the nomination and election of International officers, or in regard to any other matter coming before the Convention.

(N) In the case of a Local Union entitled to two or more delegates, they shall choose a chairperson and alternate chairperson of the delegation.

(O) Local Unions may pay all or a portion of their delegates' transportation and other authorized expenses connected with attendance at the Convention. Where a Local Union pays for the transportation and other expenses of one of its delegates, it shall pay for the transportation and other expenses of all of its delegates.

(P) Delegates of Local Unions which are suspended or whose fees and monthly per capita tax have not been received at International Headquarters by the tenth day of the third month following that for which they are due shall not be seated at the Convention.

(Q) The officers of the International Union shall be delegates to the Convention and shall attend at the expense of the International Union.

SECTION 16

Regular International
Convention Procedure

(A) The proceedings of the regular Convention shall be governed by this Constitution and the rules adopted at each Convention. The rules adopted at the preceding regular Convention shall be in full force from the open-

ing of any such Convention until new rules are adopted. Each Convention may adopt rules for the conduct of its business not in conflict with the provisions of this Constitution. The Convention shall be conducted in accordance with common parliamentary procedure designed for the conduct of orderly and democratic meetings, unless otherwise provided by this Constitution or by the Convention rules.

(B) 1. It shall be the duty of the International President to preside at the Convention and conduct it in accordance with this Constitution and Convention rules. He or she shall submit to the regular Convention a report of his or her work as International President. In the absence of the International President, the International Secretary-Treasurer shall preside.

2. The International President shall appoint all Convention committees and they shall meet at his or her call. Each committee shall consist of not less than five Local Union delegates. The International Union may pay transportation and other expenses connected with service on committees which meet prior to the Convention.

(C) The International Secretary-Treasurer shall act as Secretary of the Convention. He or she shall keep a record of the proceedings of the Convention and shall submit a report to each regular Convention, including a showing of total receipts and expenses for the period since the last regular Convention. He or she shall publish full proceedings of each Convention in convenient form and furnish one copy to each delegate to the Convention and one copy to each chartered Local Union and to members of the International Executive Board.

(D) The International Executive Board shall make a report to the regular Convention, and its members shall perform such duties for the International President during Convention as he or she may require.

(E) 1. Not less than 60 days prior to the convening of the Convention, all amendments to the International Constitution proposed by Local Unions shall be submitted

to the International President, and he or she shall refer such proposed amendments to a Constitution Committee of not less than five noncontested delegates, who shall be appointed by him or her not less than 20 days prior to the convening of the Convention.

2. This committee shall meet prior to the convening of the Convention, at the call of the International President, to consider all amendments proposed by Local Unions. Proposed amendments originating with the International Executive Board may be submitted to the Constitution Committee for its consideration or submitted directly to the Convention. The Constitution Committee shall report its recommendations respecting any proposed amendments referred to it to the Convention.

(F) Immediately after the opening of each Convention, on the first day, the International President shall appoint the required number of Reading Clerks, Sergeant-at-Arms, and Messengers.

(G) An International Convention quorum shall consist of not less than 25 percent of the delegates officially seated by the Convention.

(H) The International Secretary-Treasurer shall prepare, for the use of the Convention, a list containing the number of votes to which each Local Union is entitled. When a roll call vote is conducted, the International Secretary-Treasurer shall, in calling the roll of the Local Unions, call out the Local Union's number and the number of votes to which it is entitled.

(I) Voting shall be by a voice or standing vote of the delegates. Roll call votes shall be conducted in accordance with the provisions of Section 17(H) and (I) of this Constitution.

SECTION 17

Election of International Officers

(A) 1. Only active members of the Retail Clerks International Union, who have been active members of the Retail Clerks International Union, or who were members

of another organization merged with or chartered by the Retail Clerks International Union, continuously for at least three years immediately preceding January 1 of the year in which the election is held, are eligible to hold any office of the International Union.

2. Any International, Local Union, or District Council officer or employee accepting any political office, or other employment or position, which in the judgment of the International Executive Board is inconsistent with the welfare of the Union, or which interferes with the proper carrying out of duties or responsibilities as a Union officer or employee, shall not be eligible to serve as an officer of the International Union or any of its chartered bodies, or represented any chartered body in a District Council or International Convention, or in a Central, State, National, or Provincial Labour Body Convention, and any such officer or employee shall resign his or her office or position with the Union immediately, unless a leave of absence is granted, with the approval of the International Executive Board. Upon failure to resign as required herein, the International Executive Board shall declare such office or position vacant and a successor shall be elected or appointed in accordance with the provision of this Constitution.

3. Nothing contained in this Constitution shall be construed as making any member ineligible to serve as an officer or delegate by virtue of such member's holding a salaried position with the Retail Clerks International Union or any of its chartered bodies, or any organization approved by the International Executive Board with which the Retail Clerks International Union or any of its chartered bodies has affiliated.

(B) The term of office for all International officers shall be five years and shall begin November 1 following their election, except in the case of a special election to fill a vacancy, in which case the term of office shall commence upon election by the International Executive

Board, and shall continue for the balance of the predecessor's original term.

(C) The election of International officers shall be conducted at the regular Convention. Nominations shall be held on the second day of the Convention. The election of officers shall take place as the next order of Convention business.

(D) Nomination to International office shall be from the floor of the Convention. It shall require at least 15 Local Unions to place a name in nomination. In making nominations, Local Union action shall be determined by a majority vote of the delegates of the Local Union and shall be announced by the chairperson of the delegation or such other spokesperson as may be designated by a majority of the delegates. Any delegate may request the presiding officer to conduct a roll call of the delegates of the Local Union which he or she represents to verify the Local Union action. The presiding officer may also order a roll call if he or she is in doubt that a majority of the delegates support the Local Union action. No Local Union may nominate more than one candidate for each office.

(E) Following the nominations, the nominees shall be required to indicate their acceptance of the nomination. No member shall be eligible for nomination to more than one International office, and no member who declines to accept nomination for an office shall be eligible for election to that office.

(F) There shall be a Committee on Elections which shall be composed of the International Secretary-Treasurer and not less than five Local Union delegates appointed by the International President. The Committee on Elections shall report on the eligibility of the nominees to the Convention prior to the election.

(G) Where there is only one nominee for an office, the presiding officer may entertain a motion to declare the unopposed candidate elected by acclamation.

(H) Election of International officers shall be by standing vote of the delegates, except that a roll call vote of the Local Unions shall be conducted upon a motion of a delegate, concurred in by 30 percent of the seated delegates, or by the presiding officer if he or she is in doubt as to the vote. When a roll call vote is conducted, the chairperson of each Local Union delegation shall announce the votes of the delegates of that Local Union. Any delegate may request the presiding officer to conduct a roll call of the delegates of the Local Union which he or she represents. The presiding officer may also order a roll call if he or she is in doubt as to the Local Union vote.

(I) The presiding officer shall appoint not less than two judges to assist the International Secretary-Treasurer in the conduct and count of roll call votes. Each candidate may be present or be represented by a delegate to observe the count.

(J) In the event a roll call vote becomes necessary during the election of the International Secretary-Treasurer, the roll call shall be conducted by a delegate appointed by the presiding officer. The International Secretary-Treasurer shall not participate in such roll call.

(K) A majority of the votes cast for any office shall be required to elect. If no candidate receives a majority, a run-off election shall be conducted. Such run-off election shall present to the delegates only the names of the two nominees receiving the greatest number of votes.

(L) No funds of the International Union or any of its chartered bodies shall be used to promote the candidacy of any person for any elective office or position within the International Union.

(M) No publications sponsored by or supported by the International Union or any chartered body shall be used to promote the candidacy of any person for elective office or position within the International Union.

(N) All Convention minutes and other records pertaining to the election of International officers, including

membership lists used to determine the number of delegates to which a Local Union is entitled and the original completed credentials of the delegates, shall be preserved by the International Secretary-Treasurer for at least one year following the election.

(O) Any member desiring to protest the conduct of the election shall lodge his or her protest in writing within 30 days of the election with the International Executive Board.

(P) The International Secretary-Treasurer shall submit a full report of the election of International officers to the Editor of the *Advocate* for publication.

(Q) In the event of a vacancy in any office on the International Executive Board, other than that of the International President, the International President shall immediately make such vacancy known to the International Executive Board. The International Executive Board, by majority vote, may elect a successor. Upon each unsuccessful balloting, the name of the candidate receiving the fewest number of votes shall be eliminated.

(R) In case of a vacancy in the office of International President, the International Secretary-Treasurer shall perform the duties of the International President until his or her successor is elected. It shall be the duty of the International Secretary-Treasurer to immediately make known such vacancy to the International Executive Board. The International Executive Board, by majority vote, shall elect a successor. Upon each unsuccessful balloting, the name of the candidate receiving the fewest number of votes shall be eliminated.

SECTION 18

International
Revenue

(A) The operating revenue of the International Union shall be derived as follows:

1. From a fee of $2.50 on each applicant for membership or reinstatement; provided that, effective January 1, 1978, such fee shall be $5.00.

2. From assessments levied by the International Executive Board.

3. From investments.

4. From a monthly per capita tax on each member, based upon the membership on the last day of each month; to be remitted to the International Secretary-Treasurer on or before the tenth day of the following month, of $2.60 during the calendar year 1977; of $3.40 to be remitted during the calendar year 1978; of $3.90 to be remitted during the calendar year 1979; and of $4.15 to be remitted during the calendar year 1980; except that beginning in 1981 the International Executive Board is authorized to increase such per capita tax by an additional amount not in excess of $.50, to be effective through December 31, 1982, unless otherwise changed by amendment to this Constitution.

5. From a monthly per capita tax of 5¢ on each member, based upon the membership on the last day of each month, to be remitted to the International Secretary-Treasurer, on or before the tenth day of the following month, which shall be allocated to a political educational fund to be used for education, legislative, political, civic, welfare, community, and other similar activities. The 5¢ per capita tax provided for by this section shall be effective January 1, 1978, and thereafter.

6. From all other lawful sources.

(B) Where employees pay service fees or dues to a Local Union pursuant to "Agency Shop," RAND formula, service fee provisions, or otherwise, a Local Union, in recognition of services performed by the International Union and in discharge of its obligations under the Constitution as a Local Union, shall pay to the International Union monthly service fees equal to the per capita tax payments otherwise due on each member. Where initiation service fees are collected by a Local Union in lieu of regular initiation or reinstatement fees, the $2.50 fee set forth in Section 18(A) shall be remitted to the Inter-

national Union; provided that, effective January 1, 1978, such fee shall be $5.00.

(C) The fees and monthly per capita tax or service fees set forth in Section 18(A) and (B) shall be paid by each Local Union to the office of the International Secretary-Treasurer no later than the tenth day of the month following that for which they are due. If such fees and monthly per capita tax or service fees are not received by the tenth day of the second month following that for which they are due, the International Secretary-Treasurer shall send a notice of delinquency by certified mail to the Local Union President and Secretary-Treasurer. If such fees and monthly per capita tax or service fees are not received by the tenth day of the third month following that for which they are due, the Local Union shall be subject to such remedial or corrective action as the International President or International Executive Board may deem just and proper.

SECTION 19

Retail Clerks Advocate
and Other Publications

(A) The International Union shall publish an official journal, to be known as the *Retail Clerks Advocate*, and such other publications as the International President may determine to be necessary or advisable to assist in carrying out the objectives and principles of the International Union.

(B) Members of the International Union shall receive the *Advocate* without subscription cost. Other persons may, in the discretion of its editor, receive the *Advocate* by subscription at such rates as may be determined by the International Executive Board or on a complimentary basis.

(C) Any aggrieved member or chartered body may appeal editorial decisions of the *Advocate* editor to the International Executive Board, whose decision shall be final.

Union Shop Identification Card

(A) The article known to this organization as the Union Store Card, and generally referred to as the Store Card, which may also take the form of a decalcomania, is, and always shall remain the property of the International Union. The International Executive Board shall have the authority from time to time to issue a Store Card or such other indicia which indicates that a store, establishment, or facility is organized by the Retail Clerks International Union or any of its chartered bodies. Such Store Card or other indicia of organization by the Retail Clerks International Union or any of its chartered bodies shall be the only such card or indicia recognized as legal by the International Union.

Such Store Card or other indicia shall be distributed to Local Unions for use in their jurisdiction in accordance with the price list of the International Union. All Local Union Secretary-Treasurers must keep an accurate record of the serial numbers and the name and address of each establishment to which Store Cards or other indicia are issued.

(B) Any establishment recognized as union by the laws and principles of the International Union shall be entitled to display the Store Card or other indicia, provided the proprietor or persons duly authorized to con-

duct such establishment shall have signed a collective bargaining agreement with the Local Union or the International Union.

(C) No Local Union shall sell, rent, lease, or charge any fee for the Store Cards or other indicia.

SECTION 21

International Emblem
and Union Label

(A) The union emblem and union label adopted by this International Union is:

and shall be the only official union emblem and union label recognized by the members of the International Union, provided that the International Executive Board shall be authorized to redesign such union emblem and union label or design additional union emblems or union labels during the interim of the 27th and 28th International Conventions. All Local Unions shall request the public, and especially the members of other labor organizations, to trade exclusively with members of the International Union.

(B) The title of the International Union emblem and union label shall be retained by the Retail Clerks International Union, and the right to the use of the union emblems and union labels shall be leased to Local Unions, not sold, by the International Secretary-Treasurer, who is duly empowered to make a demand for and recover union emblems and union labels in the possession of non-union or other unauthorized persons.

(C) Any member who shall be in arrears for dues, fines, or assessments shall, upon demand from the Local Union, forfeit the union emblem.

(D) All union emblems shall be obtained directly from or approved by the International Secretary-Treasurer.

SECTION 22

District Councils

(A) District Councils, which shall be subject to the Constitution and laws of the International Union, may be established by the International Executive Board with such jurisdiction as the International Executive Board may determine. All Local Unions situated within the jurisdiction of a District Council shall affiliate with it, unless otherwise directed by the International Executive Board.

(B) District Councils may adopt or amend bylaws for their government as they deem appropriate, provided they conform to the Constitution and laws of the International Union and are approved by the International President. Such bylaws shall provide for the collection of a per capita tax from the Local Unions affiliated with the District Council; for the holding of a Council Convention, which shall meet at least biennially; for the establishment of an Executive Board, which shall meet at least annually, comprised of not less than one representative from each affiliated Local Union; for the election of a President, who shall be the chief executive officer, a Secretary-Treasurer, at least two Vice Presidents, a Recorder, and such other officers as the District Council may deem appropriate. Unless otherwise provided in a District Council's bylaws, the term of all offices shall be four years. In the event applicable law allows a term longer than four years, the District Council may amend its bylaws to provide for such longer term. Bylaw amendments establishing terms of office shall be effective for the next election after their adoption.

(C) The duties and responsibilities of District Councils and of their elected and appointed representatives under the Constitution and laws of the International Union shall be the same as those of Local Unions and of their elected and appointed representatives, and all procedures applicable to Local Unions and their representatives shall be applicable to District Councils and their representatives, except where the International Executive Board determines that such duties, responsibilities, and procedures are incompatible, with the purposes of District Councils.

SECTION 23

Local Union Charters
and Suspensions

(A) Seven or more persons in one locality who are eligible to membership in this International Union, as specified in this Constitution, may make application for a charter to the International Secretary-Treasurer, such application to be accompanied by a $5.00 fee on each applicant. The International Secretary-Treasurer shall issue charters upon the approval of the International President. In issuing charters, the International President shall determine the jurisdiction of Local Unions and modify the jurisdiction of Local Unions from time to time, subject to an appeal to the International Executive Board.

(B) Where a charter is applied for within the jurisdiction of an existing Local Union, it shall not be issued until the existing Local Union has had an opportunity to present its views to the International President. The decision of the International President to grant, to modify, or not to grant such charter shall be final, subject to an appeal to the International Executive Board.

(C) No Local Union shall entertain a resolution to withdraw from the International Union or to dissolve unless notice that such resolution is to be entertained is sent to each member of the Local Union at least 60 days prior

to the regular meeting at which such resolution is to be acted upon. Such resolution shall be read at the regular meeting prior to the regular meeting at which such resolution shall be entertained. At least 60 days prior to the regular meeting at which such resolution is to be entertained, notification by certified mail that such resolution has been proposed shall be given to the International President by the President of the Local Union. A Local Union cannot withdraw from the International Union or dissolve, so long as seven or more active members object thereto.

(D) The International President shall have the authority to expel Local Unions after a hearing conducted pursuant to the provisions of Section 9(K), subject to an appeal to the International Executive Board. If the International President shall determine that any Local Union is defunct, dissolved, or withdrawn, or if he or she expels a Local Union, he or she shall direct that all property, books, and records held in the name of, or on behalf of, such Local Union must be delivered immediately to the International Secretary-Treasurer, or his or designated representative, to be held in safekeeping by the International Union for a period of one year. If such Local Union shall be reorganized during that period, such property, books, and records shall be returned to the Local Union. If no such reorganization occurs, such property, books, and records shall, without further proceedings, become the property of the International Union. The officers and members of such Local Union shall be responsible for compliance with this section within 30 days of such determination under penalty of being prosecuted by law, or forfeiture of membership and benefit in this International Union, or both.

(E) Members of defunct or expelled Local Unions may, upon request, transfer either to general membership or to such Local Union as may be directed by the International President. Such transfer shall become effective immediately.

SECTION 24

Local Union Duties and Powers

(A) Local Unions shall have the power to establish and amend bylaws and rules for their government and the members of the International Union working in their jurisdiction, which shall in no way conflict with the Constitution and laws of the International Union and must be filed with and approved by the International President to be effective.

(B) Local Unions, or members thereof, shall not seek, solicit, or receive financial assistance from any other chartered body or any other labor organization, or solicit advertising, except with the approval of the International President, subject to an appeal to the International Executive Board.

(C) All Local Unions shall be required to abide by and conform with all of the provisions of the Constitution and laws of the International Union, and shall pay to the International Union promptly, when due, all dues, per capita tax, bills payable, and assessments, which shall from time to time become due and payable under the provisions of the Constitution and laws.

(D) All Local Unions are expressly prohibited from contracting or incurring any indebtedness chargeable to the International Union without the written consent and authority of the International President, with the approval of the International Executive Board.

(E) Local Unions may employ legal counsel; provided, however, 1) the International Union shall in no way be liable for any fees, costs, or expenses incurred by such employment, unless assumed in writing by the International President; 2) the employment of such legal counsel is reported in writing forthwith to the International President; 3) such legal counsel is duly licensed to practice law in the courts of the state or jurisdiction in which the Local Union is situated, and whose employ-

ment, in the judgment of the International President, is not contrary to or liable to jeopardize the best interests of the Local Union and the International Union.

The International President may employ or assign counsel for the purpose of association and assistance where needed.

(F) When State and Local Central Bodies or appropriate Departments of the American Federation of Labor and Congress of Industrial Organizations, and Provincial Federation of Labour and Labour Councils of the Canadian Labour Congress, exist, Local Unions should affiliate with such appropriate bodies.

SECTION 25

Local Union Membership Meetings

(A) Each Local Union shall hold at least one regular meeting of the membership each month; provided, however, that a Local Union may provide, through a bylaw provision, for not less than one regular membership meeting every calendar quarter; provided, further, that such quarterly meetings shall not be more than four months apart. Such regular meetings shall consist of a single meeting for all members; provided, however that a Local Union may elect, through its bylaws, to hold a series of meetings for all of its members on an area basis. Regular meetings of the membership, whether held as a single meeting or as a series of meetings, must be held within the time and in the manner provided in this section and in any applicable provisions of the Local Union's bylaws, except upon the approval of the International President.

(Б) A Local Union shall call a special meeting of its membership whenever requested in writing by ten percent of the membership, as quickly as is practical and reasonably convenient, provided that, where a regular membership meeting is scheduled within a 30-day period of such a membership request, the Local Union President may defer such requested meeting to the date of the regularly scheduled meeting. A special meeting shall also be

called when directed by the Local Union Executive Board or President. Special meetings shall be held in the same manner as the Local Union holds its regular meetings.

(C) Local Unions may hold meetings of a portion of their membership on an occasional or regular basis as may be determined by the Local Union. Such meetings of the Local Union membership, except as provided in Section 32, may pass upon recommendations to be referred to the regular meeting or to a special meeting of the membership for its action thereon.

(D) Adequate notice shall be given of the time and place of all meetings not held on a periodic basis at a set time and place, so that all members involved have an opportunity to attend. Adequate notice shall also be given of the purpose of all special meetings.

(E) Not less than seven members shall constitute a quorum at any membership meeting.

(F) All business at meetings of Local Unions shall be recorded in the language predominantly used in the territory covered by the charter of the Local Union.

SECTION 26

Local Union Officers

(A) The constitutional officers of Local Unions shall be President, Secretary-Treasurer, Recorder and not less than three Vice Presidents, all of whom shall constitute the Executive Board of the Local Union. The President of the Local Union may appoint Sergeants-at-Arms to assist in properly conducting the Local Union meetings.

(B) 1. The President shall be the chief executive officer of the Local Union and shall be responsible for enforcing the Constitution and laws of the International Union and the bylaws and rules of the Local Union. The President shall have authority to interpret the bylaws of the Local Union, subject to an appeal to the Local Union Executive Board. The President, or the President's designated representative, shall preside at meetings of the Local Union and the Local Union Executive Board and

shall decide all questions of order, subject to an appeal to the Local Union. The President, by virtue of office shall be a delegate or representative to any convention or meeting to which the Local Union is entitled to and elects to send delegates or representatives, except as provided in Section 15(E). The President shall have general supervision over the affairs of the Local Union. The President shall appoint all committees as may be necessary and shall perform such other duties as are required by the President's office. The President shall vote where that vote would be determinative of the outcome or in all cases where a secret ballot vote is conducted.

2. The President shall authorize the disbursement of funds with the consent of the Local Union Executive Board. Disbursements shall be made in accordance with Section 28(E).

3. The Local Union President may employ special representatives, who shall be members of the International Union, for the primary purpose of organizing unorganized workers within the jurisdiction of the International Union, and may employ temporary representatives, who shall be members of the International Union, for temporary projects. The Local Union President may also employ or retain such professional or other assistants and office personnel as may be necessary to conduct the affairs of the Local Union. The Local Union President may terminate the employment of any such person at the end of an assignment or in the best interest of the Local Union.

4. The Local Union President may employ Business Representatives, who shall be members of the International Union, for the purpose of carrying out the duties and responsibilities of the Local Union. The Local Union President may terminate the employment of any such Representative for reasonable cause, subject to an appeal to the Local Union Executive Board and such further appeal as may be provided in the Local Union's bylaws.

5. The Local Union President shall determine the compensation of Business Representatives, special and temporary representatives, office personnel, and such professional or other assistants employed or retained by the Local Union, subject to the approval of the Local Union Executive Board.

6. The Local Union President shall be the custodian of the Union Store Cards and such other union shop identification cards as are issued, pursuant to Section 20.

7. The Local Union President shall forward a monthly membership report on forms provided or approved by the International Union, giving an accurate record and summary of the membership as of the end of the month for which the report is submitted. The report must list each newly initiated and reinstated member during the month in which the Local Union first collects all or any part of the initiation or reinstatement fee or any dues from the member. A completed membership application for each such member listed must be forwarded to the International Secretary-Treasurer not later than the next monthly report following the report in which the member is listed. The report shall indicate whether reinstated members are reinstating following a suspension or upon deposit of a withdrawal, military leave courtesy, or paid-up life membership card. The report shall also list the names of all outgoing members of the Local Union during the month, indicating whether by suspension, withdrawal, military leave, or death of the member. The monthly membership report, accompanied by the full payment of per capita tax, fees, and all items for which the Local Union has been billed, must be forwarded to the International Secretary-Treasurer no later than the tenth day following the end of the month for which the report is made, unless an extension for forwarding has been requested by the Local Union and granted by the International Secretary-Treasurer.

8. The Local Union President shall ensure that the home address and social security number or social insur-

ance number of each and every member is sent in to the International Headquarters at the time of reporting affiliation, as well as all changes of address when same occur. New Local Unions, when organized, shall furnish the addresses and social security numbers or social insurance numbers of all members upon the first report. A copy of this report shall be kept on file by the Local Union.

9. The Local Union President shall receive and properly receipt all money collected.

10. The Local Union President shall make an itemized statement at each regular meeting of the Local Union Executive Board of all moneys received and paid out by the President, the accuracy of which shall be certified by the trustees of the Local Union, and the President shall make the Local Union financial records available to the trustees at their request. The President shall make such itemized statement available for inspection by the members at regular meetings and at the Local Union on a reasonable basis. The President shall also make a financial report at each regular meeting of the membership.

(C) The Vice Presidents shall assist the President in the discharge of the President's official duties. They shall be numerically designated for election purposes only.

(D) The Secretary-Treasurer of the Local Union shall assist the President in the carrying out of the President's duties and responsibilities and shall conduct the Secretary-Treasurer's office under the general supervision of the President.

(E) The Recorder of each Local Union shall report the minutes of each Local Union membership and Executive Board meeting, keeping an accurate and permanently bound record of all proceedings.

(F) 1. The Executive Board of the Local Union shall have full and complete charge of all business of the Local Union not otherwise delegated to a specific officer or officers, or reserved to the membership. It shall act upon all appeals properly presented to it. It shall meet not less

often than once a month or in additional meetings upon the call of the President or a majority of its members. A majority of its members shall constitute a quorum.

2. The Local Union Executive Board shall annually select from among its members a Board of Audit, consisting of three members, who shall not be members of the Board of Trustees. The Board of Audit shall annually examine the trustees' and certified public accountant's reports and shall report their findings to the next regular meeting of the Local Union.

(G) 1. All Local Union officers who are entrusted with any books or records of a Local Union shall maintain and keep such books or records in good order and shall at times have them available for authorized audit, examination, or inspection.

2. The system of bookkeeping used by the Local Union shall be in accordance with practices approved by the International Secretary-Treasurer's office.

(H) Salaries and expenses of Local Union officers shall be authorized by the membership of the Local Union.

SECTION 27

Local Union Elections

(A) An active member in the Local Union, who has been an active member in the Local Union, or who had been a member of another organization merged with the Local Union, for a continuous aggregate of at least one year immediately preceding January 1, of the year in which the election is held, or an active member in the Local Union who has been an active member in the Retail Clerks International Union continuously for at least two years immediately preceding January 1 of the year in which the election is held, shall be eligible to hold any Local Union office.

(B) The constitutional officers of the Local Union shall be elected in the following manner; and unless otherwise provided in the Local Union's bylaws, the term of all

offices shall be three years. In the event applicable law allows a term longer than three years, the Local Union may amend its bylaws to provide for such longer term. Bylaw amendments establishing terms of office shall be effective following the next election after their adoption. Terms of office shall expire on December 31.

1. Nominations shall be conducted during the third or fourth quarter of the election year. Not less than 15 days prior to nominations, notice shall be mailed by the Local Union to each member at his or her last known home address, setting forth the times, places, and manner for conducting the nominations. The nominations shall be conducted at such times and places as will afford all active members a reasonable opportunity to nominate.

2. Elections shall be conducted during the third or fourth quarter of the election year, as provided in the Local Union's bylaws. Not less than 15 days prior to elections, notice shall be mailed by the Local Union to each member at his or her last known home address, setting forth the times, places, and manner for conducting the elections. The elections shall be conducted at such times and places as will afford all active members a reasonable opportunity to vote. If the Local Union members are so widely dispersed that they must travel an unreasonable distance to vote at a single polling place, the Local Union shall provide for multiple polling places. Any active member in the Local Union, as defined in Sections 4(B) and 5(A) of this Constitution, shall be eligible to vote in the Local Union's elections.

3. Notice of nominations and elections may be combined into a single notice, which shall be mailed not less than 15 days prior to nominations.

4. No member may be nominated to more than one office in any election, and no member may hold more than one Local Union elected office at any one time. The salaried representatives of the Local Union shall not constitute more than 50 percent of the membership of the Local Union Executive Board.

5. The Local Union President shall select a general chairperson who shall be a member of the Local Union to supervise the conduct of the nominations and elections and not less than three members to act as election judges to assist the general chairperson. The general chairperson and election judges shall not be candidates for Local Union office. They shall maintain custody of all ballots and election registers during the conduct of the elections. Where multiple polls are used, at least one election judge shall supervise the election at each polling place.

6. Each elegible member desiring to vote shall sign an election register prepared by the Local Union. The voter shall be given a ballot prepared by the Local Union and shall be provided an opportunity to vote his or her ballot in secrecy. Ballots shall bear no number or marks which might identify the voter. After marking his or her ballot, the voter shall fold and place it in a secured ballot receptacle provided by the Local Union. Alternative procedures for voting by machine, adequate to ensure the secrecy of the ballot, may be provided. Adequate safeguards to ensure a fair election shall be provided by the Local Union officers and election officials.

7. Where the election is conducted at a single membership meeting, the results shall be tallied and recorded by the general chairperson of the election and the election judges at the close of the voting.

8. Where the election is conducted at multiple times or polls, the general chairperson of the election and an election judge from each polling place shall meet at the offices of the Local Union not later than 2:00 p.m. of the second day following the last day on which the election was held. They shall there tally and record the results of the election.

9. The Local Union, in its approved bylaws, may provide procedures for election by mail referendum in all or certain areas in lieu of the election procedures specified in Section 27(B).

10. Write-in candidates and proxy voting shall not be permitted.

11. A plurality of votes cast shall be required for election, except as to the office of Local Union President or Secretary-Treasurer, where a majority of votes cast shall be required for election. Where the election for an office other than President or Secretary-Treasurer results in a tie or where no nominee for Local Union President or Secretary-Treasurer receives a majority of votes cast, a run-off election between the two nominees with the higher number of votes shall be conducted.

12. When nominations have been completed and there are unopposed candidates, the Local Union President shall declare such unopposed candidates or candidates duly elected by acclamation.

13. The ballots and all other records pertaining to the nominations and elections, including the membership mailing lists which were used to send the notices of the nominations and elections, shall be preserved for not less than one year by the Local Union President.

14. A copy of the results of the election shall be immediately mailed to the International President.

15. Formal installation of the newly elected officers may be either before or after the start of their term of office to suit the convenience of the Local Union, but in any event either during the months of December, January, or February; provided, however, that no officer shall be deemed to be in office unless bonded where required by the Constitution and laws of the International Union.

16. No funds of the International Union or any of its chartered bodies shall be used to promote the candidacy of any person for any elective office or position within any chartered body.

17. No publications sponsored by or supported by the International Union or any chartered body shall be used to promote the candidacy of any person for elective office or position within any chartered body.

18. Not more than 15 days subsequent to the elections, all challenges to the election shall be submitted to the general chairperson of the election and the election judges to render a decision for the Local Union. Not more than 15 days subsequent to such decision, a challenging party may appeal the decision to the International President. Where the general chairperson of the election and the election judges fail to render a decision within 30 days of the Local Union election, the challenging party may appeal to the International President not later than 15 days thereafter.

19. The decision of the International President may be appealed to the International Executive Board not later than 30 days after such decision has been rendered.

20. Any challenge or appeal which could have been presented in compliance with these filing requirements, but was not, shall be deemed to have been waived.

(C) 1. Where vacancies occur in any office of a Local Union, the Local Union Executive Board, not later than 60 days after the office is declared vacant, shall fill the vacancy for the balance of the term. However, a vacancy in the office of Local Union President shall be filled no earlier than 30 days nor later than 60 days after the office is declared vacant.

2. In the case of a vacancy in the office of Local Union President, the Secretary-Treasurer of the Local Union shall perform the duties of such office until a new President is elected.

(D) If any officer shall fail to attend three successive meetings, without satisfactory excuse, the office shall be declared vacant by the Local Union Executive Board.

SECTION 28

Local Union
Board of Trustees

(A) The Local Union President, Secretary-Treasurer, and a Vice President to be elected annually by the Local

Union Executive Board shall, by virtue of their offices, continue the Local Union Board of Trustees.

(B) The trustees shall be responsible for ensuring that the funds and property of the Local Union are:

1. Properly received and managed for the sole use and benefit of the Local Union;
2. Properly accounted for monthly; and
3. Expended, used, and invested only upon proper authorization.

(C) The trustees shall be responsible for ensuring that all finances of the Local Union are managed in accordance with the Constitution and laws of the International Union and the approved bylaws of the Local Union.

(D) The trustees shall be responsible for ensuring that all moneys received by the Local Union are promptly deposited in such banks as the Local Union may desiginate.

(E) The signatures of two of the three trustees shall be required on all checks and all other financial documents, and the trustees shall be responsible for ensuring that all banks and other financial institutions holding funds or property of the Local Union are so instructed.

(F) The trustees shall examine the financial records of the Local Union and shall report their findings to the Local Union Executive Board and the Local Union membership at the next regular meeting.

(G) The trustees shall employ a certified public accountant to assist them in the performance of their duties and to perform a complete audit of the Local Union not less often than once a year.

(H) The trustees shall make a monthly financial report to the International Secretary-Treasurer on forms supplied or approved by the International Union, to be accompanied by copies of all certified public accountant's audits or reports.

(I) The trustees shall ensure that Local Union officers, representatives, and employees are bonded as directed by the International Secretary-Treasurer and in accordance with Section 11(M).

(J) The trustees shall invest and reinvest the surplus funds of the Local Union, upon the approval of the Local Union Executive Board, according to standards applicable to fiduciaries. The title to a headquarters building or other real property held by the Local Union shall be vested by proper conveyance in its own name; in the name of the Board of Trustees and their successors in office, in trust for the sole use and benefit of the Local Union; or in a separate building corporation whose charter and other corporate documents have been approved by the International President.

SECTION 29

Local Union Funds

(A) 1. The general funds or property of a Local Union shall be used only for such purposes as are specified in the Constitution and laws of the International Union, the Local Union bylaws, or as may be required to transact and properly conduct its business.

2. All moneys paid out of the funds of a Local Union must be authorized by the Local Union Executive Board, except for moneys required to be paid out of the funds of a Local Union by the Constitution or laws of the International Union or the approved bylaws of the Local Union.

3. The Local Union shall, under no circumstances, use any of its funds for loans or donations to officers and employees. The Local Union Executive Board may authorize financial assistance to members in the event of a strike, lockout, or other economic actions, or in the case of a personal disaster.

(B) All officers at the expiration of their respective terms of office, or when removed or when their offices are declared vacant, shall deliver to their duly elected and qualified successors, and if there is no such succesor then to the duly elected trustees of the Local Union, all books, papers, moneys, and other property in their possession belonging to the Local Union or International Union, and

they shall not be relieved from their bonds or obligations until they have complied with this requirement.

(C) All official supplies and forms required under this Constitution and laws to be used by Local Unions shall be obtained from or approval by the International Secretary-Treasurer, and not otherwise.

SECTION 30

Local Union Revenue

(A) 1. Except as otherwise provided in this Constitution, reasonable dues, initiation and reinstatement fees, and general or special assessments shall be established, increased, or levied by Local Unions by a majority vote by secret ballot of the members at a regular or special meeting, subject to the approval of the International President. Not less than 15 days' written notice of such proposed action shall be sent to the membership prior to voting.

2. No Local Union may provide for dues for any member which are less than $6.00 per month, unless otherwise approved by the International Executive Board; provided that, Local Unions may provide for dues for associate members which are not less than $4.00 per month. An applicant for membership shall pay an initiation or reinstatement fee, unless otherwise provided pursuant to this Constitution, plus the current month's dues and assessments.

3. In order to ensure the financial health of the International Union and its Local Unions, the dues in effect in each Local Union on July 1, 1977, shall be increased in the amount of $2.00 per month for each member effective January 1, 1978, except that a Local Union Executive Board may elect to defer all or part of this increase to a date not later than January 1, 1981, provided the Local Union Executive Board first determines that its dues structure in relation to its obligations will permit such deferral.

4. In the event that the International Executive Board exercises its authority pursuant to Section 18(A)4 and

increases the monthly per capita tax, it shall be authorized to concurrently direct an increase in the amount of monthly dues for each member in an amount not to exceed $1.00, except that a Local Union Executive Board may elect to defer all or a part of such increase for a period not to exceed two years, provided the Local Union Executive Board first determines that its dues structure in relation to its obligations will permit such deferral.

5. Any increases in dues voted on by a Local Union to take effect after December 31, 1976, may, at the election of the Local Union Executive Board, be deducted from the increases otherwise required by Section 30(A).

(B) Each Local Union shall maintain an accurate record of the dues, and other moneys collected from each member. All moneys collected by the Local Union for initiation fees, reinstatement fees, dues, assessments, etc., shall be the property of the Local Union, with the exception of the monthly per capita tax and fees, as set forth in Section 18, and assessments imposed by the International Executive Board upon the Local Union or individual members in accordance with the Constitution and laws of the International Union.

(C) Each Local Union shall be responsible for the money of all members paid to the Local Union and not turned in to the International Secretary-Treasurer in accordance with the Constitution. Every Local Union shall be responsible for any and all benefits due members or their heirs where a member is not in benefit standing in the Retail Clerks International Union through the neglect or fault of a Local Union or any of its officers to remit per capita taxes or assessments, or to perform any other duties incumbent upon them, within the time limit fixed by this Constitution.

(D) Any Local Union may include in its bylaws a provision for payment by the Local Union of the dues of such of its members who are temporarily incapacitated due to illness or disability, unemployed due to an authorized strike or a lockout, or who are officers or stewards

not in the primary employment of the International Union or any of its chartered bodies.

(E) 1. Dues shall be due and payable on or before the first day of the month for which same are due.

2. Any member two calendar months in arrears for dues and fees to the Local Union shall stand suspended if same are not paid on or before the first day of the third month. After the expiration of such period, no Local Union shall accept dues without a reinstatement application and the required fee. The responsibility for maintaining membership rests with the member; suspension, therefore, when it occurs, is the voluntary act of the members involved.

(F) A suspended member working within the jurisdiction of the International Union may upon application be reinstated in the Local Union within whose jurisdiction he or she is working, upon the payment to the Local Union of the regular reinstatement fee, dues, or assessments of that Local Union, and, in addition, he or she shall pay to the Local Union from which he or she is suspended any dues, fines, or assessments due at the time of suspension.

(G) The provisions of this Contitution relating to the payment of dues, assessments, fines, penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under this Constitution and Local Union bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

SECTION 31

Funeral Benefits

(A) The Retail Clerks International Union shall maintain the following plan, to be known as the Retail Clerks

International Union. Funeral Benefit Plan, hereafter referred to as the "Plan," for the purpose of encouraging the prompt payment of dues by certain members of the Retail Clerks International Union. The funeral benefits provided for in the Plan are a gratuity; they are not charged for, nor are dues increased because of them, nor does any premium have to be paid in order to receive them.

(B) 1. To be eligible to participate in the Plan, an individual must have been a member of the Retail Clerk's International Union on December 31, 1955. To participate in the Plan, a member must have maintained membership continuously from that date until the date of death.

2. To meet the requirement of maintenance of membership, a member must not at any time on or after December 31, 1955, have been more than two months in arrears in the payment of dues, absent a valid excuse for nonpayment, and must not since that date have been suspended or expelled from the Retail Clerks International Union for any reason other than the nonpayment of dues. An arrearage in the payment of dues shall not be considered as validly excused unless it resulted from the incompetence, senility, serious illness, indigence, or medically related confinement of a general member.

(C) A $500.00 funeral benefit is payable on behalf of Plan participants who were less than 50 years old when they joined the Retail Clerks International Union. A $250,000 benefit is payable on behalf of Plan participants who were more than 50 years old when they joined.

(D) Funeral benefits otherwise payable upon the death of a Plan participant will be forfeited if death results from national catastrophe or war.

(E) 1. A participant's funeral benefit is payable to the beneficiary whom he or she designates. If no beneficiary is designated, or if the designated beneficiary is deceased, benefits will be paid to the first of the following persons who can be determined to be alive:

a) the member's spouse;
b) the member's heirs;
c) the member's executor, if the member left a will.

2. If none of the above are alive, a participant's funeral benefit will be paid to his or her Local Union for funeral expenses actually incurred by it for the participant's burial or cremation.

(F) Funderal benefits are paid as they become due out of the general treasury of the Retail Clerks International Union. No assets of the Retail Clerks International Union are specifically allocated to or set aside for the payment of such benefits.

(G) 1. The Retail Clerks International Union Funeral Benefit Plan is self-administered by the Retail Clerks International Union. The International Secretary-Treasurer is the administrator of the Plan, and shall be the named fiduciary with respect to the Plan.

2. The name, business address, and business telephone number of the International Secretary-Treasurer is: 1775 K Street, N.W., Washington, D.C. 20006, Telephone Number: Area Code (202) 223-3111.

3. The Secretary-Treasurer of the International Union shall have authority to control and manage the operation and administration of the Plan. The Secretary-Treasurer may appoint such assistants or representatives as he or she deems necessary for the effective exercise of his or her responsibilities for administration of the Plan, and may delegate to them any powers and duties, whether ministerial or discretionary, as he or she deems expedient or appropriate, including, but not limited to, the authority and responsibility for reviewing and acting on a claim for funeral benefits.

(H) 1. I claim for funeral benefits must be filed by the person entitled to receive them, or his or her duly authorized representative, with the International Secretary-Treasurer. Claims are filed by the filing of a copy of the deceased member's death certificate from the attending physician, coroner, or health officer.

2. Upon submission of a claim, the International Secretary-Treasurer shall request the deceased member's Local Union to examine the member's membership records for a period of five years prior to the date of death and issue a certificate under seal from the Local Union that the requirements of Section 31 have been satisfied and that the claim is otherwise correct. Within 30 days of the sending of such request, the Local Union shall forward the requested certificate to the International Secretary-Treasurer, or shall forward a statement setting forth reasons why the requirements of Section 31 have not been met.

3. Within 90 days of the date on which a claim for funeral benefits is filed, a determination shall be made whether or not to pay the claim, except that if special circumstances require, the period for making the determination may be extended an additional 90 days.

(I) If the International Secretary-Treasurer approves a claim for funeral benefits, he or she will promptly send to the deceased's Local Union a check for the amount of the benefit payable to the person entitled to receive it under the provisions of the Retail Clerks International Union Constitution. If the deceased was a general member of the Retail Clerks International Union, the International Secretary-Treasurer will send the check to the deceased's beneficiary or other person entitled to receive it under the terms of the Retail Clerks International Union Constitution.

(J) 1. If a claim for funeral benefits is denied, the claimant shall be given a clear, written explanation of the reasons for the denial which identifies the provision of the Plan upon which the denial was based. The claimant will also be provided an explanation of the steps to be taken to obtain review of the denial. If the claim was denied because of lack of material needed to determine the validity of the claim, the claimant also will be given a written description of any additional material or information which the Retail Clerks International Union

needs in order to make a final determination as to the claim. The claimant will be granted 60 days from the date on which such statement was sent to provide the additional information or material.

2. If a claim for funeral benefits is denied, the claimant may within 60 days of receiving notice of such denial request review of it by the International Secretary-Treasurer. If, upon review, the International Secretary-Treasurer, or such person as he or she may designate to conduct the review, affirms the denial of the claim, the claimant may within 90 days of receipt of notice of such affirmance appeal to the International Executive Board. The International Executive Board shall establish rules governing requests for review and appeals which shall provide for prompt action at every level of review or appeal, the provision of written notice to claimants of the reasons for the denial of appeals, afford claimants the opportunity for a full and fair hearing, and comply with applicable laws and regulations.

3. Any right of a claimant under the terms of the Plan or under Executive Board rules established pursuant to Section 31(J)2 of the Constitution may be exercised by such representative as the claimant may select, and such representative shall be deemed to be the claimant for all Plan purposes, except that checks for funeral benefits will be payable only to the claimant.

(K) The Retail Clerks International Union's identification number assigned by the Internal Revenue Service is EIN 530220586. The Plan number assigned to the Funeral Benefit Plan by the Retail Clerks International Union is PN501.

(L) Legal papers involving Plan benefits or related matters can be served on the International Secretary-Treasurer, Suffridge Building, 1775 K Street, N.W., Washington, D.C. 20006.

(M) The date of the end of the year for purposes of maintaining the Plan's records is April 30.

(N) 1. Participants in the Retail Clerks International Union Funeral Benefit Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all Plan participants shall be entitled to:

a) Examine, without charge, all Plan documents, including a summary Plan description and the provisions of the Retail Clerks International Union Constitution which establish the Plan;

b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan administrator. The administrator may make a reasonable charge for the copies;

c) File suit in a federal court, if any materials requested are not received within 30 days of the participant's request, unless the materials were not sent because of matters beyond the control of the administrator. The court may require the Plan administrator to pay up to $100.00 for each day's delay until the materials are received.

2. In addition to creating rights for Plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of the Funeral Benefit Plan.

3. These persons are referred to as "fiduciaries" in the law. Fiduciaries must act solely in the interest of the Plan participants, and they must exercise prudence in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan.

4. Neither the Retail Clerks International Union nor any of its chartered bodies may discriminate against participants to prevent them from obtaining a funeral benefit or exercising their rights under ERISA.

5. If a beneficiary is improperly denied Funeral Plan benefits in full or in part, he or she has a right to file suit in a federal or a state court. If the lawsuit is successful, the court may, if it so decides, require the other

party to pay the beneficiary's legal costs, including attorney's fees.

6. Questions about this statement or rights under ERISA should be addressed to the Plan administrator or the nearest Area Office of the U.S. Labor-Management Service Administration, Department of Labor.

SECTION 32

Collective Bargaining Contracts

(A) The terms of proposed collective bargaining contracts shall be submitted to the office of the International President for approval upon request prior to membership action thereon. Such approval shall be for the purpose of determining whether the aforementioned terms conform to the applicable established policies, practices, and objectives of the International Union relating to wages, hours, and other working conditions, either in the locality involved, or nationally, and so that no unwarranted prejudice will occur to other Local Unions.

(B) The International Union, in approving or disapproving the terms of a proposed collective bargaining contract as above set forth shall not thereby become a party to the contract, or assume any liability with respect thereto, unless the International Union, following specific authorization of its International Executive Board, becomes a party to and signs such contract.

(C) Local Unions shall, without delay, file executed copies of all collective bargaining contracts, including all letters of understanding concerning such contracts, with the International Union.

(D) 1. The initial proposal for a collective bargaining contract or modifications of such a contract, shall be submitted to the affected membership for approval.

2. A majority vote of members present and voting shall be necessary for the adoption of the proposal, a copy of which proposal as adopted, and all subsequent modifications thereof, shall be submitted to the office of the Inter-

national President for approval immediately upon request. This will enable the International Union to discharge its obligations in the event such proposal is found to be injurious to the best interests of the International Union and the Local Unions in the area. It will also facilitate the disposition of requests for strike or defense benefits in the event such become necessary.

3. Following the adoption of such initial proposal, the Presidents of the Local Unions involved or their designated representatives or committees shall meet with the employer and endeavor to arrive at an agreement. The current status of such meetings with the employer shall be reported as regularly as practical to the affected members.

4. The proposal judged by the President or negotiating committee to be the employer's final proposal shall be submitted to the affected membership for its consideration. A majority vote of those present and voting shall be necessary to accept or reject the proposal.

5. In the event of rejection of the employer's proposal, the President of the Local Union shall, upon request, report all pertinent facts to the International President.

6. No strike or other economic action shall be taken by any Local Union in connection with a contract proposal, unless the affected membership, at a meeting or meetings thereof, has approved the same through a two-thirds majority vote of members voting. In the event the affected membership constitutes a trade division or separate contract unit whose numerical membership is less than that of the Local Union, the Local Union Executive Board must also approve such strike or other economic action.

7. In the event of rejection of the employer's proposal judged by the Local Union Presidents or negotiating committees to be the employer's final proposal and the failure of the affected membership of the Local Unions to approve a strike or other economic action by a two-thirds vote, the Local Union Executive Boards shall, after notifying the

International President and receiving acknowledgment of such notice, have authority to accept or reject such offer.

8. The affected membership, for purposes of voting on the proposal judged to be the employer's final offer or on a proposal to strike or take other economic action, shall be either the affected membership in a single Local Union or in two or more Local Unions, as separately determined by the affected membership in each Local Union involved prior to negotiations. Where such affected membership is in two or more Local Unions, the results of any such vote shall be determined by aggregating the votes of all the affected members, by a majority of the Local Unions involved based upon a separate vote of the affected membership of each, or separately by each Local Union based upon a vote of each Local Union's affected membership. The method of determining such results shall be separately determined by the affected membership in each Local Union prior to negotiations.

9. Adequate notice of all meetings required by Section 32(D) shall be given to the affected membership. Any member so notified, who fails to be present and vote, unless prevented from doing so by sickness or unavoidable circumstances, shall be subject to discipline.

10. Whenever in the judgment of the Local Union President it would be preferable to conduct a mail referendum for contract ratification, strike vote, or vote on other economic action, he or she may present his or her reasons to the International President, who may direct the conduct of mail referendum, in accordance with procedures the International President shall establish.

11. A representative assigned by the International President to assist a Local Union in preparing for or arriving at a satisfactory collective bargaining contract, or in adjusting a dispute arising under a collective bargaining contract, shall perform such duties in conjunction with the Local Union as will assist the Local Union.

(E) 1. Upon approval of a strike or other economic action by the Local Union, the President of the Local

Union, in requesting authorization from the International President to strike or take other economic measures, shall advise him or her of the action taken by the affected membership and the Local Union, together with other pertinent facts, including the number of full-time and past-time employees directly affected, and, upon request, an outline of the issues involved. No Local Union shall engage in a strike or other economic measures without first receiving the authorization of the International President and otherwise complying with the applicable provisions of this section.

2. In the event of a dispute concerning the interpretation, application, or enforcement of a collective bargaining contract, efforts shall be made by the Local Union to amicably adjust the dispute, pursuant to the provisions of the collective bargaining contract. No strike or other economic action respecting the foregoing shall take place without the approval of the Local Union and the authorization of the International President, to whom a request for such approval must be directed, accompanied by a statement setting forth all pertinent facts with respect to the dispute, including the number of full-time and part-time employees directly affected, and, upon request, an outline of the issues involved including the applicability and effect of any contract provision relating to work stoppages and/or arbitration of contract disputes.

3. The strike action, or any other economic action authorized by the International President, shall not constitute the International Union a party or a participant in any such dispute. Such authorization is solely for the purpose of assuring compliance with the provisions of this Constitution and recognition that amicable means of adjustment have been exhausted and that the best interests of the membership have been protected. Such authorization is also a necessary step to obtain consideration for strike or defense benefits.

(F) 1. Disbursements for strike, lockout, or defense purposes shall be made from the general funds of the In-

ternational Union, when authorized by the International Executive Board. Disbursements, when made, shall be subject to such qualifications as may be deemed necessary.

2. No Local Union shall receive strike or defense benefits, unless strike authorization or approval for other economic action has been obtained from the International President.

3. The financial aid allowed shall not be payable for the first week of the strike or lockout and shall apply only to those members who have been on strike or locked out for two full weeks in succession. Only those members who are on authorized strike or who are locked out shall be entitled to receive such benefits.

4. Each member receiving strike or lockout benefits must sign his or her name on the required forms. These forms, when so signed, must be countersigned by a Local Union trustee.

5. An itemized list of all disbursements for strike or defense purposes shall be forwarded to the International Secretary-Treasurer by the Local Union President at the close of each week on forms furnished by the International Union, listing and identifying the source and amount of all donations, contributions, and payments received.

6. With each such weekly report, the Local Union President shall also furnish the International Secretary-Treasurer with receipts signed by all individuals to whom money has been paid for expenses necessitated by the strike or lockout, other than the strike or lockout benefits paid to members.

7. The payment of strike, lockout, or defense benefits under this section by the International Union constitutes simply the performance of an obligation under circumstances when its members are involved in economic disputes and shall in no sense make the International Union a party to, or a participant in, such economic action.

SECTION 33

Pension and Health and Welfare Trusts

(A) Local Unions shall without delay file with the office of the International President executed copies of all Pension and Health and Welfare Trust documents including all amendments and other pertinent descriptive and operational documents necessary to clearly set forth benefits and administrative details in effect in such trusts.

(B) Local Union officers or employees, when serving as trustees of welfare and pension funds, shall do so as representatives of the union and shall not receive any remuneration for services performed for such welfare and pension funds except for reasonable expenses incurred. Such union representatives shall report regularly to the Local Union respecting the status of the trust fund and all matters pertaining thereto.

SECTION 34

Duties and Obligations

(A) Every member of this International Union, by virtue of such membership, agrees that in consideration of the rights and benefits conferred upon him or her pursuant to the terms of this Constitution, he or she shall be subject to disciplinary action for any conduct which constitutes a violation of his or her duties and obligations as stated in this section. Every member, by virtue of his or her membership, agrees that termination of membership does not terminate his or her liability for discipline for acts occurring during the period of his or her membership.

(B) Any member may be disciplined for committing any one or more of the following offenses:

1. Violating any provisions of the Constitution or laws of the International Union, any collective bargaining agreement, the approved bylaws or established rules of the member's Local Union, or, in the case of an officer or representative of the International Union or a Local

Union, the Ethical Practices Code duly adopted by the International Union;

2. Failing to pay dues, fines, assessments, fees, and other financial obligations in a timely manner;

3. Obtaining membership through fraudulent means or by misrepresentation;

4. Instituting action outside the Union against the International Union, Local Union, or any of their officers or representatives without first exhausting all remedies provided by the Local Union bylaws and rules and the Constitution and laws of the International Union;

5. Advocating or attempting to bring about the withdrawal from the International Union of any Local Union or any member or group of members;

6. Maliciously defaming or publishing or circulating material misrepresentations about the International Union, a Local Union, or any of their officers;

7. Working in the interest of or accepting membership in any organization dual to the International Union;

8. Unreasonably, unlawfully, or improperly disturbing the peace or harmony of any meeting of the International Union or any chartered body, or of any of their offices;

9. Embezzling, misappropriating, fraudulently receiving, wrongfully handling, or failing to account for the funds of the International Union, a Local Union, or any employer benefit fund, or encouraging the division of the funds of the International Union or a Local Union;

10. Using the name of any Local Union or the International Union for soliciting funds or advertising or similar activities except as provided in Section 24(B);

11. Furnishing a complete or partial list of the membership of the International Union or of any Local Union to any person other than those whose governmental position or International or Local Union office or employee benefit fund position entitles them to have a list, without specific authorization in writing from the International President;

12. Deliberately interfering with any officer or representative of the International Union in the discharge of his or her duties;

13. Deliberately engaging in conduct in violation of the responsibility of members toward the Union as an institution;

14. Crossing or working behind a legal Retail Clerks picket line authorized by a Retail Clerks Local Union;

15. Crossing or working behind a legal picket line established by a union other than the Retail Clerks, provided such picket line has the sanction of the Executive Board of the Retail Clerks Local Union in whose jurisdiction it is established and, provided further, the Retail Clerks Local Union has notified its membership of such sanction;

16. Violating the approved membership obligation or performing any acts of insubordination against the authority of the International Union;

17. Deliberately interfering with the performance of the legal or contractual rights or obligations of the International Union or any of its Local Unions;

18. In the case of any officer or representative of the International Union or of any Local Union, failing to faithfully perform the duties of his or her office or position or accepting dual compensation or expenses for the performance of duties related to his or her office or position.

(C) Any member may be charged, tried, and disciplined for violation of any of the above offenses, or for offenses set forth in the Local Union bylaws, in accordance with the procedures provided for in this Constitution.

(D) If any elected or appointed representative of the International Union or any Local Union is convicted of any one or more of the above-named offenses, he or she may be penalized as described above, and removed from office or position.

(E) Elected and appointed representatives of the International Union and its Local Unions serve in a posi-

tion of trust and responsibility and obtain information and confidences and develop abilities which should not be employed in a manner injurious to the best interests of the International Union or its Local Unions; therefore, all such representatives, in the event of termination for any reason whatsoever, assume the obligation not to seek or obtain employment or position or work with, or in, any dual or other organization antagonistic to or in conflict with the objectives, activities, policies, or jurisdiction of the International Union or any of its Local Unions. This obligation shall continue for a period of five years from termination and extends to such geographical areas as may be necessary to protect the International Union or any of its Local Unions. This provision shall in no respect be applied in derogation or limitation of any rights provided for under the Retail Clerks International Union Retirement Plan for Employees or the Retail Clerks International Union Health and Welfare Plan for Retired Employees.

SECTION 35

Disciplinary Proceedings and Appeals

(A) 1. A member shall be charged and tried in the Local Union through which he or she is a member at the time the charges are filed, except as otherwise provided in this Constitution. Any person no longer a member may be charged and tried in the Local Union through which he or she last held membership for actions committed while he or she was a member.

2. Charges may be preferred by an active member of the Local Union through which the accused is a member, or, where the accused is no longer a member, by an active member of the Local Union through which the accused was a member at the time of the alleged violation, or by a representative of the International Union.

3. More than one charging party may join in the same set of charges, but the charges must name one of the charging parties as the representative of the others to be

responsible for filing papers, receiving papers, and trying the case. Where the charges fail to designate such representative, then the first charging member named in the charge shall be considered the representative of the others.

4. Charges and other formal documents referred to in Section 35 sent by mail shall be considered filed as of the date of postmark. Charges and other formal documents referred to in Section 35 delivered in person shall be considered filed as of the date of delivery.

5. Charges shall be filed with the Local Union Executive Board within six months after the basis for the alleged violation has been discovered or should have been discovered.

6. The charges shall specify the section or sections of the International Constitution, laws, or codes, the Local Union bylaws, or rules allegedly violated and shall also set forth a short and plain factual statement of the act or acts considered to be in violation, including available information as to dates and places, in such a manner as to fairly inform the accused of the specific acts which are alleged to constitute violations of the International Constitution, laws, or codes, the Local Union bylaws, or rules. Either upon motion by the charged parties or the Local Union Executive Board, charges failing to comply with this requirement shall be dismissed by the Local Union Executive Board, without prejudice to the refiling of charges within ten days which do comply with this requirement. Dismissal of refiled charges shall constitute final action, subject to appeal as provided in Section 35(C).

7. A true and correct copy of the charges and a copy of the Constitution and Local Union bylaws shall, without delay, be served upon the accused party by the Local Union Executive Board by certified mail, return receipt requested, or in person. The accused shall be afforded a reasonable opportunity to reply in writing to the charges, if he or she so desires.

8. On motion of the accused before trial, or upon its own motion, the Local Union Executive Board may dismiss without trial any charges which, after assuming the charging party's facts are true, fail to allege actions which would constitute violations of the International Constitution, laws, or codes, the Local Union bylaws, or rules. Such dismissal shall be subject to appeal as provided in Section 35(C).

9. On motion of the accused before trial, or upon its own motion, the Local Union Executive Board may dismiss without trial any charges it finds are of such a trivial nature that the interest of the Local Union does not justify the expenditure of time, money, and other resources necessary for the conduct of a disciplinary proceeding. Such dismissal shall be subject to appeal as provided in Section 35(C).

10. Except for charges processed pursuant to Section 35(A)16, the trial on the charges shall be held as soon as practicable, but no later than 60 days following the date on which the charges are filed. However, upon request of either party, for good cause shown, an adjournment to a later date, not to exceed 120 days from the date the charges are filed, may be granted by the Local Union Executive Board shall have the power, upon its own motion, to postpone any scheduled trial, provided such postponement shall not be beyond 120 days from the date the charges are filed. Any such Executive Board decision to postpone the trial beyond the scheduled date or to set a trial for 60 days beyond the date of the charge being filed must be served upon all parties immediately. Every effort shall be made to schedule the trial so that it does not conflict with the working schedule of the parties, and at least 14 days' notice of the trial date shall be given in writing. Any request for the postponement of the trial date must be received by the Executive Board at least 3 days before the scheduled trial date unless a satisfactory showing is made of inability to comply with this requirement. The request must include good cause

for such a postponement. In the event the accused fails to appear for a duly noticed trial, it shall nevertheless proceed.

11. The trial shall take place before the Local Union Executive Board, which for purposes of Section 35 shall mean those members of the Local Union Executive Board serving for purposes of trial. The President of the Local Union shall be chairperson of the Executive Board for purposes of the trial proceeding. No charging party or accused member or a witness may serve on the Executive Board in the conduct of disciplinary proceedings. Where the chairperson is unable to serve for any reason, the remaining members of the Local Union Executive Board shall designate one of their number to act as chairperson. On motion filed with the Local Union Executive Board, prior to trial, either party may ask that a particular Board member be excused from participating in the proceeding if he or she thinks that he or she cannot receive a fair trial before that Board member. The Executive Board shall give precedence to consideration of such motion. For purposes of trial, a quorum of the Executive Board shall consist of 3 of its members and a quorum is necessary throughout the trial. If an Executive Board member is absent during any portion of the trial, he or she may not participate further in the proceeding. All questions of order, procedure, and admissibility of evidence shall be decided by the chairperson, subject to being overruled by a majority vote of the Board upon motion by a member of the Board.

12. The accused and charging parties shall have a fair and impartial trial and shall have the right to present witnesses and other evidence in their behalf and to examine any witnesses. The accused shall have the right to refuse to testify. A charging or accused member may be assisted, advised, or represented by another member of the Local Union. At the commencement of the trial, the chairperson of the Board shall advise the parties of their rights as set forth above in this section and shall

read the charges to the accused. The accused shall then plead guilty or not guilty to each charge. In the event the accused elects not to appear or to respond, he or she shall be deemed to have entered a plea of not guilty and the trial shall proceed. Throughout the trial, there shall be a presumption of innocence in favor of the accused. The charging party shall present his or her case first and shall have the burden of proving the allegations contained in the charge. At the close of the charging party's case, either the accused or a member of the Executive Board shall have the right to move to dismiss the charges because the charging party has failed to present record evidence that establishes a violation of the Constitution, laws, or codes, Local Union bylaws, or rules.

13. A detailed written record of the trial proceedings shall be made and preserved and shall constitute trial record, provided that no fine, nor loss of membership rights or union office, shall be imposed unless a stenographic record and transcript are kept of the trial proceedings.

14. Upon the completion of the trial proceedings, the Executive Board shall, without undue delay, determine the innocence or guilt of the accused, based solely on the record evidence. The parties shall be advised of the decision in person or by certified mail. A verdict of guilty shall require a two-thirds majoirty vote of the Executive Board. If the decision is that of guilty, the Executive Board shall affix appropriate penalties in accordance with the provisions of the Constitution. Any member found guilty of any one or more of the charges against him or her may be censured, fined, suspended, and/or expelled, provided that such discipline shall be reasonable and fair and, provided further, that no discipline shall be imposed without stating with detailed specificity what the discipline is being imposed for.

15. The decision of the Executive Board shall become immediately operative unless stayed by the Local Union Executive Board or unless a stay is directed by the In-

ternational President following an appeal as set forth in Section 35(C).

16. Where it appears to the International President that a fair and impartial trial cannot be held before the Local Union Executive Board, the International President is authorized to assert original jurisdiction over the matter and appoint not more than six members from outside the Local Union to conduct the trial. The trial board so selected shall hear the matter within 180 days from the filing of the charge in accordance with the provisions of this Constitution as far as they are applicable and render judgment thereon as soon as practicable. The parties shall be advised of the decision by certified mail.

17. Decisions rendered pursuant to Subsection 16 shall become immediately operative unless a stay is directed by the International President following an appeal as set forth in Section 35(C).

(B) All charges against International officers shall be filed and tried by the International Exectuive Board in accordance with procedures set forth in Section 35(A) as far as they are applicable, and all decisions of the International Executive Board shall be immediately effective. The International President shall be empowered to direct that all charges filed against International Representatives be tried by the International Executive Board in the same manner. In case of such charges, the International President shall have the power to suspend the charged officer or International Representative prior to trial.

(C) 1. A member who has been found guilty of any offense as herein set forth, or the charging party when the accused has been acquitted, may appeal to the International President for redress, subject to a further appeal to the International Executive Board.

2. A notice of appeal to the International President shall be filed no later than 15 days from the date the adverse ruling is delivered to the appealing party; however, the International President, for good cause shown,

may extend the time within which a notice of appeal may be filed. A notice of appeal must briefly state why the party believes the decision should be reversed.

3. When an appeal is taken, the International President shall send a copy of the notice of appeal to the Local Union Executive Board involved and to the other party. Thereafter, the Local Union Executive Board shall immediately transmit to the International President, as well as the appealing party in the case, a full and complete copy of the trial record and charges, together with all other pertinent documents.

4. The appealing party may file a written statement in support of his or her appeal with the International President, stating wherein the decision being appealed is erroneous, within 45 days from the date the trial record is sent to the appealing party by the Local Union. The International President shall mail a copy of any such written statement to the other party. The other party may, within 30 days after such written statement has been sent to him or her, file a responsive statement. A request for an extension of the time limit set out herein must be filed with the International President before the expiration of the time limit in question, and the International President can, for good cause shown, extend the time limits.

5. The International President shall have authority to obtain any additional information in such form as he or she may prescribe from all parties concerned, in the event he or she believes such additional information is necessary in order to give full consideration to the appeal.

6. Upon failure of any party to comply with the foregoing requirements, the International President shall have the power to decide the appeal on the papers before him or her, and the party failing to discharge its obligations as set forth above shall forfeit all further rights of appeal from the action of the International President. After all statements have been or could have been filed, the International President shall consider the appeal and

render a decision giving his or her reasons therefor in writing, a copy of which shall be mailed to each party and the Local Union Executive Board.

7. Either party may appeal from the decision of the International President to the International Executive Board by filing a written notice of appeal with the International Secretary-Treasurer within 30 days of the date the decision has been mailed. The notice of appeal must briefly state why the party believes the International President's decision should be reversed.

8. The International Secretary-Treasurer shall immediately acknowledge receipt of the appeal and shall submit the charges, together with the trial record and all other records pertinent to the appeal, to the International Executive Board for review. The International Secretary-Treasurer shall immediately send a copy of the appeal to the involved Local Union Executive Board and the other parties.

9. The appealing party may file a written statement within 30 days after filing such appeal, setting out wherein said decision is erroneous, and the other party may, within 30 days after the appealing party's written statement has been sent to him or her by the International Secretary-Treasurer, file a responsive statement. It shall be the duty of the International Secretary-Treasurer to send a copy of the statements so filed to the parties and the Local Union Executive Board immediately after they have been filed in his or her office.

10. After the statements have been or could have been filed, the International Executive Board shall proceed to consider such appeal and either affirm or reverse such decision, giving its reason therefor in writing, a copy of which shall be sent to each party and the Local Union Executive Board involved. Issues which were not raised before the International President may be considered by the International Executive Board in its sole discretion.

Retirement Plan

(A) The Retail Clerks International Union shall maintain in effect the retirement plan and trust known as the "Retail Clerks International Union Retirement Plan for Employees" (hereafter referred to as "the Plan") covering eligible officers and employees of the International Union and its chartered bodies which became effective January 2, 1949, and has been amended from time to time thereafter.

(B) The terms of the Plan shall be those published in Section 38 of the version of the Constitution of the International Union published in the February-March, 1977 edition of the *Retail Clerks Advocate*, as amended from time to time as provided hereafter. The Plan and amendments thereto shall be published and provided Plan participants.

(C) The Plan shall be funded by the contributions of Plan participants provided for in the Plan and by allocation of such portion of the International per capita tax as may be necessary to fund the retirement benefits provided for in the Plan. The amount of such allocation shall be determined by the International Executive Board after consultation with the Plan's actuary. No contributions of the International Union may revert to it or its chartered bodies except upon satisfaction of all Plan liabilities and in accordance with the terms of the Plan and applicable laws and regulations.

(D) The Board of Trustees of the International Union shall constitute a Pension Board for the general administration of the Plan and shall have full authority to carry out the responsibilities and functions of the Pension Board specified in the Plan.

(E) The Plan may be amended in the same manner as the International Constitution provides for amendments to the Constitution, except that the Plan may be amended by a majority vote of a quorum of the Plan Pension Board in cases where it deems an amendment necessary

to qualify the Plan for tax exempt status, to conform to laws and regulations applicable to the Plan, or, within the limits of its fiduciary responsibility, to make improvements in the Plan's benefits. Such improvements shall be made after the Pension Board has obtained for such purposes such professional advice as it shall determine is necessary, including, but not limited to, the advice of the Plan's actuary.

SECTION 37

Health and Welfare Plan for
Retired Employees

(A) 1. All participants in the plan who are eligible to receive retirement benefits under the Retail Clerks International Union Retirement Plan for Employees and who have actually retired shall, subject to the conditions hereinafter set forth, receive such health and welfare benefits as are provided under the Retail Clerks International Union Health and Welfare Plan for Retired Employees herewith established.

2. Salaried officers and employees of the Retail Clerks International Union shall be eligible to receive health and welfare benefits upon their actual retirement, provided that, they have been active participants in the Retail Clerks International Union Retirement Plan for Employees for not less than 15 years or participants in the Retail Clerks International Union Retirement Plan for Employees up to the date of their actual retirement.

3. Salaried officers and employees of a chartered body shall be eligible to receive health and welfare benefits upon their actual retirement, provided that such chartered body has elected to participate in the Retail Clerks International Union Health and Welfare Plan for Employees by January 1, 1960, and maintains continuous participation therein according to the regulations governing such participation, and provided that such officer or employee of a chartered body has been an active participant in the Retail Clerks International Union Retirement Plan for Employees for not less than 15 years or has

been continuously covered by the International Union Health and Welfare Plan up to the time that such officer or employee actually retires.

4. Bodies hereinafter chartered, or not now employing participants in the pension program, who subsequently employ participants shall, as a condition of health and welfare coverage for its participating employees in the pension program, elect to come under this health and welfare program at the time of said earliest employee's participation in the pension program.

5. The International Executive Board shall review and be empowered to modify the conditions governing eligibility for receipt of health and welfare benefits for retirees as set forth in Section 37 of this Constitution during the interim of the 27th and 28th International Conventions.

(B) The cost of providing health and welfare benefits to eligible and actually retired employees shall be borne exclusively by an allocation of per capita tax as determined by the International Executive Board. Such per capita tax moneys allocated for this purpose shall be segregated and maintained in a separate fund and shall be accounted for in separate books and records of account. Periodic reports with the pertinent information shall be furnished to participating chartered bodies.

(C) The administration of the Retail Clerks International Union Health and Welfare Plan for Retired Employees shall be entrusted to the International Executive Board, which shall use the moneys so allocated exclusively for the purpose of providing health and welfare benefits for retired employees who are eligible for such benefits.

(D) 1. Salaried officers and employees of the International Union and of its chartered bodies, who have actually retired and who are eligible for health and welfare benefits, shall remain eligible for benefits under the International Union's Health and Welfare Plan for Retired Employees so long as they are eligible to continue to receive pension benefits under the retirement plan.

2. Participants in the plan who are permitted to continue their participation during an authorized leave of absence in the manner provided by the Retail Clerks International Union Retirement Plan for Employees may be eligible to receive health and welfare benefits upon their actual retirement subject to conditions set forth in such rules and regulations as may be promulgated from time to time by the International Executive Board.

(E) Surviving spouses and dependents (as may be defined by regulations of the International Executive Board) of actually retired officers and employees shall also be entitled to health and welfare benefits provided according to the terms and conditions of the International Union's Health and Welfare Plan for Retired Employees.

(F) Actually retired under this section shall mean that the officer or employee or the surviving spouse of an officer or employee is currently receiving or is qualified to immediately receive pension benefits from the Retail Clerks International Union Retirement Plan for Employees.

(G) The International Executive Board, in connection with administering the Health and Welfare Plan for Retired Employees, is empowered to obtain appropriate health and welfare benefits and make such changes and modifications therein as are consistent with the purpose of this section; to issue regulations governing the operation of such plan; to administer such plan either separately or as integrated in an appropriate way with the existing plan, and with doing all other things which are reasonably necessary to accomplish the purposes of this section.

SECTION 38

Retirement of Officers and Employees

(A) It is the purpose of this section to establish uniform requirements for the retirement of all officers and employees of the International Union and its chartered bodies, at the same time allowing a transition period con-

sidered essential to avoid both organizational dislocation and individual hardship.

(B) Accordingly, the following requirements are established to govern the International Union and its chartered bodies:

1. Except as provided in paragraph 3 below, no person may hold an elected office in the International Union or any of its chartered bodies beyond the first day of the month next following his or her 65th birthday.

2. Except as provided in paragraph 3 below, the International Union and its chartered bodies shall not commence or continue the employment of any person beyond the first day of the month next following his or her 65th birthday.

3. Any salaried officer or employee who, upon reaching age 65, needs three years or less additional service in order to complete ten years of credited service in the Retail Clerks International Union Retirement Plan for Employees shall not be barred by this section from completing ten years of credited service.

(C) This section shall not bar the employment of any person on a casual or per diem basis, as an independent contractor.

SECTION 39

Honorary Officers, Other Retired Officers, and Retired Employees

(A) In recognition of the contribution of International Presidents to the growth and progress of the International Union, International Presidents who retire or have retired while serving in that capacity shall be honored with the title of International President Emeritus. They shall constitute the honorary officers of the International Union.

(B) In a similar spirit of recognition, a Local Union may express appreciation to its President who retires or has retired while serving in that capacity by conferring a similar honor, as may be authorized by and in accord-

ance with the Local Union's bylaws. Those upon whom this honor is conferred shall constitute the honorary officers of their Local Unions.

(C) No officer or employee of the International Union or its chartered bodies receiving retirement benefits from the Retail Clerks International Union Retirement Plan for Employees shall perform any services for the International Union or its chartered bodies or represent them in any capacity except upon temporary assignment after due authorization and in a capacity not involving duties of a continuing nature, nor shall any such person receive any remuneration for services performed for the International Union or its chartered bodies, except for reasonable expenses incurred after due authorization, nor shall any such person have a voice or vote in the affairs of the International Union or its chartered bodies.

SECTION 40

Parliamentary Rules

The Conventions of the International Union, meetings of the International Executive Board, and meetings of all chartered bodies shall be conducted in accordance with common parliamentary procedure designed for the conduct of orderly and democratic meetings, unless otherwise provided.

SECTION 41

Constitutional Amendments

(A) This Constitution can be amended only at a duly constituted Convention of the International Union and by a two-thirds vote of all delegates present and voting or by a two-thirds vote in a referendum of the membership voting, at the request of not less than 25 Local Unions in good standing from not less than 15 states and/or provinces where there are Local Unions of the International Union; or upon recommendation of the International Ex-

ecutive Board subject to the provisions of this Constitution.

(B) All amendments to this Constitution adopted by the 27th International Convention, held in the city of Honolulu, Hawaii, on the 25th, 26th, 27th, 28th, and 29th days of July, 1977, shall be effective immediately upon adoption, unless otherwise specified in such amendments.

SECTION 42

Repeal

All laws or parts of laws previously enacted by this International Union and standing decisions of the International President, International Secretary-Treasurer, and International Executive Board in conflict herewith, are hereby repealed.

[Index Omitted]

EMPLOYER'S EXHIBIT 5

March 28, 1978

Ms. Jerry Ard, President
Firstbank Independent
Employees Association
Post Office Box 187
Seattle, Washington 98111

Dear Sister Ard:

Your application for a new charter from the Retail Clerks International Union has been duly received.

International Secretary-Treasurer Thomas G. Whaley, with my approval and pursuant to Sections 11(G) and 23(A) of the International Constitution, has issued a new charter for Financial Institution Employees of America, Local No. 1182, with an effective date of April 1, 1978, and Vice President Donald J. Hofer will present it to you.

The geographical jurisdiction of this Local Union shall encompass the city of Seattle, and the entire State of Washington or such area as may be determined from time to time by the Retail Clerks International Union.

The trade jurisdiction of Local Union No. 1182 shall encompass employees and other persons performing work or services in connection with, or related to banks, credit unions or other financial institutions and anyone performing any work or services for the International Union or its chartered bodies, or any other jurisdiction as may be determined from time to time by the Retail Clerks International Union.

Local Union No. 1182 should move to adopt bylaws for its operation as early as practicable. These bylaws shall set forth the name, geographical jurisdiction, and trade jurisdiction exactly as stated in this letter. To aid you in developing Local Union bylaws, I am enclosing a copy of the RCIU's Local Union Exemplary Bylaws.

Pending the adoption and approval of bylaws, the Local Union will operate in accordance with the International

Constitution. In this regard, I draw your attention to the enclosed copy of the RCIU Constitution, and most specifically to Sections 23 and 30.

International Secretary-Treasurer Whaley will be corresponding with you shortly with respect to official Local Union forms, supplies, and other materials necessary for the transaction of Local Union business, as well as advising you with regard to RCIU Local Union financial and administrative responsibilities.

Let me at this time wish you and the members of Local Union No. 1182 the very best and express our hope that you will successfully bring the full benefits of union membership to all persons within the Local Union's jurisdiction. If I or any International representative can be of any assistance to you, we will be most happy to do so.

With kind regards and best wishes, I am

Sincerely and fraternally,

/s/ William H. Wynn
International President

Enclosures

cc: Whaley
Hofer

WHW:NJS:cag

EMPLOYER'S EXHIBIT 6

FIRSTBANK INDEPENDENT EMPLOYEES' ASSOCIATION
P.O. Box 187
Seattle, Washington 98111

April 4, 1978

Dear FIEA Members:

On April 1, 1978, we were officially granted a charter from the Retail Clerks International Union. The issuance of the charter means that we are now a local of the RCIU. We are still FIEA, but now by action of your Executive Council, the initials stand for Financial Institutions Employees of America, and your local has a number which is # 1182—outside of those changes everything will remain the same.

By being a fully chartered autonomous local union, we are now eligible for full participation in RCIU and District Council policy formulations in addition to receiving the *full* assistance that the RCIU can provide.

Now that the final hurdle to becoming a chartered local union has been reached, we are looking forward to providing the full range of services available by virtue of affiliation. Even though we have a new name and number to go along with our initials we are still involved in the old battle of trying to negotiate a contract which hopefully with your continued support and the charter will be the extra push needed for a liveable settlement. Thank you all from the staff of FIEA, Local # 1182.

THE SAME UNION ONLY BETTER

EDITOR'S NOTE

THE FOLLOWING PAGES WERE POOR HARD COPY AT THE TIME OF FILMING. IF AND WHEN A BETTER COPY CAN BE OBTAINED, A NEW FICHE WILL BE ISSUED.

LABOR ORGANIZATION ANNUAL REPORT
FORM LM-2

MUST BE USED BY LABOR ORGANIZATIONS WITH $30,000 OR MORE IN RECEIPTS AND LABOR ORGANIZATIONS WHICH ARE UNDER TRUSTEESHIP

Labor-Management Reporting and Disclosure Act of 1959, as amended
and
Executive Order 11491, as amended

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT. SUBMIT THIS REPORT IN DUPLICATE.

RECEIVED
AUG 2 1977
IN
WASHINGTON, D.C.

Jerry Ard, President
FirstBank Independent Employees' Assoc
P.O. Box 187
Seattle, WA 98107

1. FILE NUMBER: 008-295

2. Period covered — From: 5 1 — Thru: 4 30

3. CITY, COUNTY AND STATE WHERE CHARTERED TO OPERATE:
CITY _____ COUNTY _____ STATE: WA

4. NAME OF LABOR ORGANIZATION (as shown on charter, constitution, etc.)
FIRSTBANK INDEPENDENT EMPLOYEES' ASSOCIATION

5. AFFILIATION
INDEPENDENT

6. ORGANIZATION (Local, Lodge, etc.)
NONE

7. DESIGNATION NUMBER
NONE

8. OFFICIAL MAILING ADDRESS (For mail to the organization)
(In care of) NAME OF PERSON
JERRY ARD, PRESIDENT
NUMBER AND STREET
P. O. BOX 187
BLDG. AND ROOM NUMBER, IF ANY
CITY SEATTLE, STATE WA

9. Is organization's record keeps at the official mailing address? Yes
If not, give address, including ZIP Code, where records are kept:
1331 3rd Ave, Jones Bldg. Rm 608, Seattle 98101

10. DURING WHAT ACCOUNTING PERIOD DID YOUR ORGANIZATION DIRECTLY:

	YES	NO
12. Have any payments in banks or other financial institutions been made on behalf of your organization?		XX
13. Have any properties without disbursement of cash been received in the administration of any business or enterprise which does not come within the definition of the term "labor organization" as set forth in the instructions?		XX
14. Have any property or any payments of any kind been received from any source other than dues or fees?		XX
15. Have any payments been made for any of the purposes listed in Item 14?		XX
16. A. Was the labor organization insured for any of the purposes listed in Item 14 during the reporting period?		XX
B. If "Yes," enter the maximum amount recovered for loss caused by any person	$	
17. Enter the date of your organization's fiscal accounting year end: Month April Year 1977		
18. Was any property sold or otherwise disposed of during the reporting period?		XX
19. Did your organization have any assets or liabilities at the beginning or end of the reporting period?		XX
20. Did your organization have any receipts or disbursements during the reporting period?		XX

If "Yes" to any item, attach an explanation. Use this form if sufficient; otherwise, attach additional sheets.

21. Initiation fee and dues. (Complete each line. Enter "None" or "Not Applicable" (N/A) where appropriate.) (If one rate applies, enter here (a). If more than one rate applies, enter Minimum (a) and Maximum (b).)

	(a)	(b)
(1) Initiation fee or fees required from new members	NA	
(2) Periodic dues required from transfer members	NA	NA
(3) Reinstatement fee charged: ☐ Yes ☒ No. If "Yes," give fees required	per	per
(4) Regular dues or fees or other periodic payments required (specify period, e.g., monthly, quarterly, etc.)	per	per
(5) Number of the regular labor organization (if any)	1.00	NO.

22. ADDITIONAL INFORMATION: If this is a terminal report, explain all changes in assets and liabilities.

SEE ATTACHED LETTER OF EXPLANATION

SEE LM-1A REPORT

LMSA, SEATTLE LABOR RELATIONS BOARD
AUG 23 1977
Docket No. 19-CA-
OFFICIAL EXHIBIT NO. E9
Date Rec'd
Date Rej'd
In the matter of Seattle Housing Authorities Case No. 19-CA-
Rep. for C. Hale

(If more than one person has knowledge of the facts with full information, please identify on separate sheet.)

I, the undersigned, duly authorized officers of the labor organization, declare under the applicable penalties of law that I have examined (including the information on all accompanying documents) and that to the best of my knowledge and belief, true, correct and complete.

23. Signature: [signature] Title: President Date signed: 7-27-77

24. Signature: Kathleen E Greene Title: Secretary Date signed: 7-27-77

Address (Number and Street): P.O. Box 187
City: Seattle State: WA Date: 98107
Telephone Number (Include Area Code): 206-624-2923

Address (Number and Street)
City State
Telephone Number (Include Area Code)

Page 1 of 3

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EMPLOYER'S EXHIBIT 9

E9

ENTER AMOUNTS FOR LABS ONLY

FILL OUT SCHEDULES 1 THROUGH 14 BEFORE FILLING OUT STATEMENTS A THROUGH C

STATEMENT A—ASSETS AND LIABILITIES

ASSETS	FROM SCH #	Start of Reporting Period (A)		End of Reporting Period (B)		LIABILITIES Item	FROM SCH #	Start of Reporting Period (C)		End of Reporting Period (D)	
a) Cash on hand (Statement C, line 1)		$ 57	xx	$ 60	xx	32. Accounts Payable		$	xx	$	xx
b) Cash in banks (Statement C, line 2)		13,034	xx	19,208	xx	33. Loans Payable	8		xx		xx
c) Accounts Receivable			xx		xx	34. Mortgages Payable			xx		xx
d) Loans Receivable	1		xx		xx	35. Other Liabilities	4	710	xx	870	xx
e) U.S. Treasury Securities			xx		xx	36. TOTAL LIABILITIES		$ 710	xx	$ 870	xx
f) Other Investments	2	11,672	xx	12,510	xx	NET ASSETS					
g) Fixed Assets	5	4,111	xx	3,624	xx	37. Net Assets (Item 31 less Item 36)		$ 28,188	xx	$ 34,996	xx
h) Other Assets	3	24	xx	444	xx						
i) TOTAL ASSETS		$ 28,898	xx	$ 35,866	xx						

STATEMENT B—RECEIPTS AND DISBURSEMENTS

Item	CASH RECEIPTS	FROM SCH #	(A)	cts
38.	Dues		$ 103,250	xx
39.	Per Capita Tax			xx
40.	Fees			xx
41.	Fines			xx
42.	Assessments			xx
43.	Work Permits			xx
44.	On Behalf of Affiliates for Transmittal to Them			xx
45.	Sale of Supplies		85	xx
46.	Interest		1,493	xx
47.	Dividends			xx
48.	Rents			xx
49.	Loans Obtained	8		xx
50.	Sale of Investments and Fixed Assets	7	4,408	xx
51.	Repayment of Loans Made	1		xx
52.	From Members for Disbursement on Their Behalf			xx
53.	From Other Sources	13	569	xx
54.	TOTAL RECEIPTS (Items 38 through 53)		$ 109,805	xx

Item	CASH DISBURSEMENTS	FROM SCH #	(B)	cts
55.	Per Capita Tax		$	xx
56.	Fees, Fines, Assessments, etc.			xx
57.	To Affiliates of Funds Collected on Their Behalf			xx
58.	For Account of Affiliates			xx
59.	To Officers: (a) Gross $ 29,757	9		
	(b) Less Deductions 5,334		24,423	xx
60.	To Employees: (a) Gross $ 20,661	10		
	(b) Less Deductions 3,967		16,694	
61.	Office and Administrative Expense		34,463	
62.	Educational and Publicity Expense		517	
63.	Professional Fees		7,231	
64.	Benefits	11	1,729	
65.	Loans Made	1		
66.	Contributions, Gifts and Grants	12	67	xx
67.	Supplies for Resale		5,[illegible]	
68.	Purchase of Investments and Fixed Assets	6	3,[illegible]	
69.	Direct Taxes		9,[illegible]	
70.	Withholding Taxes		28[illegible]	
71.	On Behalf of Individual Members			
72.	Repayment of Loans Obtained	8		
73.	For Other Purposes	14	432	
74.	TOTAL DISBURSEMENTS (Items 55 through 73)		103,608	

STATEMENT C—CASH

	Cash at Start of Reporting Period	(A)	Cash at End of Reporting Period	(B)
1.	Cash on Hand	$ 57	1. Cash on Hand	8[illegible]
2.	Cash in Banks (Checking Accounts and Other Deposits)	13,034	2. Cash in Banks (Checking Accounts and Other Deposits)	19,208
	Total of Lines 1 and 2	13,091		
4.	Total Receipts from Line 54	109,805		
5.	Total of Lines 3 and 4	122,896		
6.	Total Disbursements from Line 74	103,608		
7.	Deduct Line 6 from Line 5	$ 19,288	3. Total of Lines 1 and 2	$ 19,268

If this amount entered in line 7, column (A) does not equal the amount entered in line 3, column (B), there is a discrepancy in your reporting. Correct this discrepancy or explain it in Item 22.

If more space is needed to list items in any of the schedules below, continue the list on additional sheets, using the same column headings used on the schedule. Enter the totals on the line provided for additional listings on the schedule.

SCHEDULE 1—LOANS RECEIVABLE

List below outstanding loans to officers, employees, or members which at any time during the reporting period exceeded $250 and list all loans, regardless of amount, made to business enterprises. (A)	Loans Outstanding at Start of the Period (B)	Loans Made During the Period (C)	Repayments Received During the Period: Cash (D)(1)	Repayments Received During the Period: Other Than Cash (D)(2)	Loans Outstanding at End of the Period (E)
1. (Name) (Purpose) (Security) (Terms of Repayment)	$	$	$	$	$
2. (Name) (Purpose) (Security) (Terms of Repayment)					
3. Totals from Additional Listings, if any.					
4. Totals of Loans not Listed above.					
5. Totals of Lines 1 through 4.	$	$	$	$	$

Enter the Totals from Line 5 in ..... Item 25, Column A. ..... Item 65 ..... Item 51 ..... Item 22 with Explanation ..... Item 25, Column [illegible]

SCHEDULE 2—INVESTMENTS OTHER THAN U.S. TREASURY SECURITIES AND MORTGAGE INVESTMENTS

Description (A)	Amount (B)
Marketable Securities:	
1. Total Cost	$
2. Total Book Value	
3. Itemize each Marketable Security holding which is valued at over $1000 and which is also greater than 20% of the amount given in Line 2.	
(a)	
(b)	
(c)	
(d)	
Other Investments:	
4. Total Cost	
5. Total Book Value BANK BONDS	12,510
6. Itemize each Other Investment holding which is valued at over $1000 and which is also greater than 20% of the amount given in Line 5. Also itemize each subsidiary for which separate reports are attached.	
(a)	
(b)	
(c)	
(d) Totals from Additional Listings, if any	
7. Total of Lines 2 and 5.	$

Enter the Total from Line 7 in ..... Item 28, Column B

SCHEDULE 3—OTHER ASSETS

Description (A)	Book Value (B)
1. INDUSTRIAL INSURANCE DEPOSIT	$ 24
2. PREPAID PAYROLL TAXES	420
3.	
4.	
5. Total from Additional Listings, if any	
6. Total of Lines 1 through 5.	$ 444

Enter the Total of Line 6 in ..... Item 30, Column

SCHEDULE 4—OTHER LIABILITIES

Description (A)	Amount at End of Period (B)
1. PAYROLL TAXES WITH HELD	$ 870
2.	
3.	
4.	
5.	
6.	
7.	
8. Total from Additional Listings, if any	
9. Total of Lines 1 through 8.	$ 870

Enter the Total from Line 9 in ..... Item 35, Column

SCHEDULE 5—FIXED ASSETS

Description (A)	Cost or Other Basis (B)	Total Depreciation (If any) or Amount Expensed (C)	Book Value (D)	Fair Market Value (E)
1. Land (Give Location):	$		$	$
2. Totals from Additional Listings, if any				
3. Buildings (Give Location):		$		
4. Totals from Additional Listings, if any				
5. Automotive Equipment				
6. Office Furniture and Equipment	4,726	1,103	3,623	3,623
7. Other Fixed Assets				
8. Totals of Lines 1 through 7.	$ 4,726	$ 1,103	$ 3,623	$ 3,623

Enter the Total from Line 8, column D in ..... Item 29, Column B

SCHEDULE 6—PURCHASE OF INVESTMENTS AND FIXED ASSETS

Description of Assets (If land or buildings, give location) (A)	Cost (B)	Book Value (C)	Cash Paid (D)
1. BANK BOND	$ 4,408	$ 4,408	$ 4,408
2. BANK BOND REINVESTED INTEREST	838	838	838
3.			
4.			
5. Totals from Additional Listings, if any			
6. Totals of Lines 1 through 5.	$ 5,246	$ 5,246	$ 5,246

Enter the Total from Line 6, Column D in ..... Item 68

7. Assets Traded In on Assets Purchased:

Description of Asset Traded In (A)	Cost (B)	Book Value (C)	Trade-In Allowance (D)
(a)	$	$	$
(b)			

SCHEDULE 7—SALE OF INVESTMENTS AND FIXED ASSETS

Description of Assets Sold (If land or building, give location) (A)	Cost (B)	Book Value (C)	Gross Sales Price (D)	Amount Expended (E)
1. BANK BOND #326661	$ 2,000	$ 2,113	$ 2,113	$ 2,113
2. BANK BOND #233459	2,000	2,295	2,295	2,295
3.				
4. Total from Additional Listings, if any				
5. Totals of Lines 1 through 4.	$ 4,000	$ 4,408	$ 4,408	$ 4,408

Enter the Total from Line 5, Column E in ..... Item 50

SCHEDULE 8—LOANS PAYABLE

Name of Loans Payable at any time During the Reporting Period (A)	Terms for Repayment (B)	Balance at Start of Period (C)	Loans Obtained During Period (D)	Repayment of Loans During Period: Cash (E)(1)	Repayment of Loans During Period: Other Than Cash (E)(2)	Balance at End of Period (F)
1.		$	$	$	$	$
2.						
3.						
4.						
5. Total from Additional Listings, if any						
6. Totals of Lines 1 through 5.		$	$	$	$	$

Enter the Totals from Line 6 in ..... Item 33, Column C ..... Item 49 ..... Item 72 ..... Item 72 with Explanation ..... Item 88, Column D

(A) NAME	(B) TITLE	(C) STS	(D) GROSS SALARY	(E)	(F) EXPENSES	(G)	(H) TOTAL
JERRY ARD	PRES	C	12,216		2,583		14,799
KATHLEEN E. KEENE	TREAS	C	10,431		1,078		11,509
SHARON NELSON	SEC	C			79		79
ISABEL CORN	VP	C			587		587
LYNDA GARMAN	VP	C			70		70
KAREN NIPGES	VP	P			159		159
DICK SMITH	VP	C			231		231
WENDA STEWART	VP	C			104		104
ROYANN BONNELL	EC*	C			140		140
GLADYS TELLESSEN	EC	C			509		509
LUCILLE WARD	EC	C			157		157
NORA DARROW	EC	C			48		48
JOANN POOLMAN	EC	C			662		662
CAROL STULL	EC	C			41		41
JULIE MC LEOD	EC	C			26		26
GRY BUSTAMANTE	EC	C			201		201
RONNIE DELP	EC	C			159		159
JOHAN HELLBERG	EC	C			55		55
WANDA MOODY	EC	C			4		4
SUZANNE DORN	EC	C			5		
DARLENE VAN SLYKE	EC	C			26		
MYRNA FEATHERLY	EC	C			90		
ZELDA CRICKETT	EC	C			8		
CLAUDIA MC LEOD	EC	C			2		
DARLENE BRITT	EC	C			2		
RAY RYDBERG	EC	C			2		
TED JOHNSON	EC	C			22		
JEAN OLSON	EC	C			2		
CECILIA YANG	EC	C			1		1
GLORIA KOSTER	EC	P			5		
LEE KLAWITTER	EC	P			52		5
TOTAL					7,110		29,757

*EXECUTIVE COUNCIL

14,799
11,509
26,308

ENTER AMOUNTS IN DOLLARS ONLY

SCHEDULE 9—LIST OF ALL OFFICERS AND DISBURSEMENTS TO OFFICERS

	Name (List each list all persons who held office during the period) (A)	Title (B)	Status (C)	Gross Salary (before taxes and other deductions) (D)	Allowances (E)	Other Direct and Indirect Disbursements: Expenses Including Reimbursed Expenses (F)	Other Disbursements (G)	Total (H)
1.	SEE SCHEDULE			$	$	$	$	$
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.	Total from Additional Listings, if any.							
11.	Totals of Lines 1 through 10.			$ 22,647	$	$ 7,110	$	$ 29,757

Code for Column C, "Status": past officer—P; continuing officer—C; new officer during this reporting period– N.
Enter the Total of Line 11, Column H in ..... Item 53(a)
NOTE: If any officer was not elected at a regular election in accordance with the constitution and bylaws, explain in Item 22.

SCHEDULE 10—DISBURSEMENTS TO EMPLOYEES

List below all employees who received more than $10,000 in gross salary, allowances, and other direct and indirect disbursements from this labor organization and any affiliate.

	(A)	Position (B)	Name of Affiliated Organization (if applicable) (C)	Gross Salary (before taxes and other deductions) (D)	Allowances (E)	Other Direct and Indirect Disbursements: Expenses Including Reimbursed Expenses (F)	Other Disbursements (G)	Total (H)
1.	JEANNE HARDY	B/A		$ 10,538	$	$ 902	$	$ 11,440
2.	NANCY J. HOLLAND	B/A		9,120		101		9,221
3.								
4.								
5.								
6.	Total from Additional Listings, if any							
7.	Total for all employees who, during the reporting period, received $10,000 or less gross salary, allowances, and other direct and indirect disbursements.							
8.	Totals of Lines 1 through 7.			$ 19,658	$	$ 1,003	$	$ 20,661

Enter the Total of Line 8, Column H in ..... Item 60(a)

SCHEDULE 11—BENEFITS

	Type of Benefit (A)	To Whom Paid (B)	Amount (C)
1.	SEE SCHEDULE		$
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.	Total from Additional Listings, if any		
11.	Total of Lines 1 through 10.		$ 1,729

Enter the Total from Line 11 in ..... Item 64

SCHEDULE 12—CONTRIBUTIONS, GIFTS AND [illegible]

	Type (A)	Amount (B)
1.	TEAMSTER'S HUTCH FUND	$ 5
2.	CONSULTANT'S GIFT	24
3.	CHRISTMAS GIFTS	38
4.		
5.		
6.		
7.		
8.		
9.		
10.	Total from Additional Listings, if any	
11.	Total of Lines 1 through 10.	$ 67

Enter the Total from Line 11 in ..... Item 66

SCHEDULE 13—OTHER RECEIPTS

	Other Sources (A)	Amount (B)
1.	UNIT REP SEMINAR	$ 465
2.	DONATIONS FOR NOTE PADS	104
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.	Total from Additional Listings, if any	
11.	Total of Lines 1 through 10.	$ 569

Enter the Total from Line 11 in ..... Item 53

SCHEDULE 14—OTHER DISBURSEMENTS

	Other Purposes (A)	Amount (B)
1.	PRE-PAID PAYROLL TAXES	$ 420
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.	Total from Additional Listings, if any	
11.	Total of Lines 1 through 10.	$ 420

Enter the Total from Line 11 in ..... Item 73

SCHEDULE 11 - BENEFITS

PENSION

JERRY ARD	284	
KATHLEEN E. KEENE	284	
JEANNE HARDY	287	
NANCY J. HOLLAND	48	
	903	903

MEDICAL INSURANCE

JERRY ARD	142	
KATHLEEN E. KEENE	66	
JEANNE HARDY	332	
NANCY J. HOLLAND	286	
	626	626
		1,729

SCHWEPPE, DOOLITTLE, KRUG, TAUSEND,
BEEZER & BEIERLE
Attorneys and Counselors at Law
1800 Peoples National Bank Building
1415 Fifth Avenue
Seattle, Washington 98171

Telephone
(208) 223-1600

July 13, 1977

Stanford & Munko
Certified Public Accountants
1910 Fairview Avenue East
Seattle, Washington 98102

Gentlemen:

In re:

Firstbank Independent Employees
Association

Pursuant to a request by Kathy Keene, Treasurer of the FIEA, I wish to inform you that as of April 30, 1977:

1. There were no outstanding judgments either receivable or payable;
2. The union is involved in two items of litigation at the present time, both of which involve the challenge by Seattle-First National Bank to an award of an arbitrator. No liability to the union will be forthcoming from either item of litigation, because the arbitrator's awards were upholding the rights of employees; and
3. We are aware of no agreement, obligations or any other actions for which the union is liable, either contingently or otherwise, other than those arising in the normal course of business and of which you already have examined the records.

We do not undertake to advise you of changes after July 13, 1977, which may be brought to our attention.

This response is limited by, and in accordance with, the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December, 1975); without limiting the generality of the foregoing, the limitations set forth in such Statement on the scope and use of this response (Paragraph 2 and 7) are specifically incorporated herein by reference, and any description herein of any "loss contingencies" is qualified in its entirety by Paragraph 5 of the Statement and the accompanying Commentary (which is an integral part of the Statement).

Very truly yours,

SCHWEPPE, DOOLITTLE, KRUG,
TAUSEND & BEEZER

By /s/ Thomas H. Grimm
THOMAS H. GRIMM

THG:ly

cc: Ms. Kathleen E. Keene

FIRSTBANK INDEPENDENT EMPLOYEES ASSOCIATION

REPORT ON EXAMINATION OF FINANCIAL STATEMENTS

(On a Cash Basis)

YEAR ENDED APRIL 30, 1977

CONTENTS

	Page
Accountants' report	2
Balance sheet	3
Statement of cash receipts, expenditures and members' equity	4
Statement of source and application of funds	5
Notes to financial statements	6

JAMES R. STANFORD C.P.A.
ANTHONY MUNKO, C.P.A.

STANFORD & MUNKO
Certified Public Accountants
1910 Fairview East
Seattle, Washington 98102
324-4400

Executive Council and Members
Firstbank Independent Employees Association
Seattle, Washington

We have examined the balance sheet arising from cash transactions of Firstbank Independent Employees Association as of April 30, 1977 and 1976 and the related statements of cash receipts, expenditures and members' equity and source and application of funds for the years then ended. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

As stated in Note 1, the Association's policy is to prepare its financial statements on the basis of cash receipts and expenditures; consequently, our examination was limited to tests applicable to revenue collected and expenses paid. Accordingly, the accompanying financial statements are not intended to present financial position and results of operations in conformity with generally accepted accounting principles. Furthermore, the majority of dues received are remitted by Seattle First National Bank from dues withheld from members and it was impractical for us to extend our tests beyond accounting for amounts remitted.

In our opinion, the accompanying financial statements present fairly the financial position of the Association arising from cash transactions as of April 30, 1977 and

1976 and the revenue collected and expenses paid during the years then ended, on the basis of accounting described in Note 1, which basis has been applied in a manner consistent with that of the preceding year.

/s/ Stanford & Munko
Certified Public Accountants

July 13, 1977

FIRSTBANK INDEPENDENT EMPLOYEES ASSOCIATION

BALANCE SHEET

(On a Cash Basis)

ASSETS

	APRIL 30,	
	1977	1976
CURRENT ASSETS:		
Cash on hand and in banks	$19,287	$13,091
Prepaid payroll taxes	420	
Total current assets	$19,707	$13,091
INVESTMENTS (Note 2)	12,510	11,672
OTHER ASSETS (At cost):		
Office furniture and equipment, less accumulated depreciation of $1,103 in 1977; $615 in 1976	3,624	4,111
Industrial insurance deposit	24	24
	$35,865	$28,898

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES:		
Payroll taxes withheld	$ 870	$ 710
MEMBERS' EQUITY	34,995	28,188
	$35,865	$28,898

See notes to financial statements.

FIRSTBANK INDEPENDENT EMPLOYEES ASSOCIATION

STATEMENT OF CASH RECEIPTS, EXPENDITURES AND MEMBERS' EQUITY

	YEAR ENDED APRIL 30,	
	1977	1976
RECEIPTS:		
Dues and donations, less refunds of $286 in 1977; $52 in 1976	$102,964	$103,195
Interest income	1,492	672
Seminar income	465	317
Miscellaneous sales	189	
	$105,110	$104,184
EXPENDITURES:		
Salaries	$ 42,304	$ 34,216
Payroll taxes	3,391	3,157
Staff Welfare	1,729	597
Negotiations	964	1,246
Council meetings	3,868	4,214
Other meetings	8,790	6,773
Legal	3,693	21,401
Other professional fees	3,538	2,331
Insurance	579	546
Public relations	398	70
Supplies and bulletins	10,575	11,120
Travel	4,089	3,213
Postage	4,440	5,409
Rent	2,772	2,671
Telephone	6,116	6,220
Educational seminars	517	220
Depreciation	487	440
Miscellaneous	53	49
	$ 98,303	$103,893
EXCESS OF CASH RECEIPTS OVER EXPENDITURES	$ 6,807	$ 291
Members' equity at beginning of year	28,188	27,897
Members' equity at end of year	$ 34,995	$ 28,188

See notes to financial statements.

FIRSTBANK INDEPENDENT EMPLOYEES ASSOCIATION
STATEMENT OF SOURCE AND APPLICATION OF FUNDS

	YEAR ENDED APRIL 30,	
	1977	1976
FUNDS PROVIDED:		
Excess of cash receipts over expenditures	$ 6,807	$ 291
Add back items which did not represent an expenditure of funds:		
Depreciation	487	440
Increase in payroll taxes withheld	160	317
	$ 7,454	$ 1,048
FUNDS USED:		
Purchase of Firstbank bonds	$	$ 4,000
Reinvested interest in income	838	357
Prepayment of payroll taxes	420	
Additions to office furniture and equipment		2,447
	$ 1,258	$ 6,804
INCREASE (DECREASE) IN CASH	$ 6,196	$(5,756)
Cash on hand at beginning of year	13,091	18,847
Cash on hand at end of year	$19,287	$13,091

See notes to financial statements.

FIRSTBANK INDEPENDENT EMPLOYEES ASSOCIATION

NOTES TO FINANCIAL STATEMENTS APRIL 30, 1977

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The accounts of the Association are maintained on a cash basis, consequently, revenues and related assets are recognized when received rather than when earned, and expenses are recognized when paid rather than when the obligation is incurred. Accordingly, the accompanying financial statements do not include dues receivable from members or expenses payable at April 30, 1977.

The Association provides for depreciation of its office furniture and equipment, using the straight-line method over an estimated useful life of 8 years.

NOTE 2—INVESTMENTS:

The Association's investments at April 30, 1977 are comprised of the following:

	Date purchased	Maturity date	Interest rate	Face Amount	Interest accrued to April 30, 1977
Firstbank bonds:					
#326597	3/10/75	6/10/77	6 %	$ 2,221.39	$ 33.57
382052	9/15/75	6/8/77	5½	2,142.32	29.66
413631	1/12/77	1/12/79	5½	3,738.16	51.75
Puget Sound Mutual Savings Bank Certificate of deposit	5/17/76	5/17/77	6½	4,407.84	286.27
				$12,509.71	$401.25

Since the accounts of the Association are kept on a cash basis, interest earned on its investments is recorded when received. Accordingly, accrued interest referred to above was not recognized in the accompanying financial statements as of April 30, 1977.

NOTE 3—LEASE COMMITMENT:

The Association is obligated, under the terms of a lease which expires on August 31, 1977, for rental of its office premises at $235.00 per month.

...Department of Labor
...Management Services Administration
...Washington, D.C. 20216

Form Approved
Office of Management & Budget
No. 44R-1132

LABOR ORGANIZATION ANNUAL REPORT
FORM LM-2

MUST BE USED BY LABOR ORGANIZATIONS WITH $30,000 OR MORE IN RECEIPTS AND LABOR ORGANIZATIONS WHICH ARE UNDER TRUSTEESHIP

Labor-Management Reporting and Disclosure Act of 1959, as amended
and
Executive Order 11491, as amended

000056

FILE

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT. SUBMIT THIS REPORT IN DUPLICATE.

WILLIAM H. WYNN
~~PETER L HALL~~
RETAIL CLERKS AFL-CIO
NHQ
1775 K ST N W SUFFRIDGE BLDG
WASHINGTON DC 20006

000-05n
22 184 2

0L2

1. FILE NUMBER: 000056

2. Period covered

	MO	DAY	YR
From	5	1	76
Thru	4	30	77

3. CITY, COUNTY AND STATE WHERE CHARTERED TO OPERATE:
CITY _____ COUNTY International Union STATE _____

4. NAME OF LABOR ORGANIZATION *(as shown on charter, constitution, etc.)*
Retail Clerks International Association

5. AFFILIATION
Not Applicable

6. DESIGNATION *(Local, Lodge, etc.)*
N/A

7. DESIGNATION NUMBER
N/A

8. OFFICIAL MAILING ADDRESS *(For mail to the organization)*
(In care of) NAME OF PERSON
William H. Wynn
NUMBER AND STREET
1775 K Street, N.W.
BLDG. AND ROOM NUMBER, IF ANY
Suffridge Building
CITY Washington STATE D.C. ZIP CODE 20006

Are organization records kept at the official mailing address? ☒ Yes ☐ No
If "No," show address including ZIP Code in Item 22.

DURING THE REPORTING PERIOD DID YOUR ORGANIZATION DIRECTLY OR INDIRECTLY:

	YES	NO
10. Have any accounts in banks or other financial institutions held in a name other than that of your organization?	☐	☒
11. Liquidate or reduce any liabilities without disbursement of cash?	☐	☒
12. Create or participate in the administration of any business enterprises or other organizations which met the definition of a "subsidiary organization" as that term is defined in the instructions on page 2?	☐	☒
13. Acquire any goods or property in any manner other than by purchase or dispose of any goods or property in any manner other than by sale?	☒	☐
14. Create or participate in the administration of a trust or other fund or organization, a primary purpose of which is to provide benefits for members or their beneficiaries, as defined by section 3(l) of the Act?	☒	☐
15. Discover any loss or shortage of funds or other property?	☐	☒

(If the answer to any of the above questions is "Yes," provide details in Item 22. See specific instructions for items answered "Yes.")

16. A. Was the labor organization insured by a fidelity bond during the reporting period? ☒ Yes ☐ No
B. If "Yes," enter the maximum amount recoverable for loss caused by any person $ 500,000

17. Enter the date of your organization's next regular election of officers.
Month July Year 1977

AS OF THE END OF THE REPORTING PERIOD:

18. Were any assets pledged as security or encumbered in any other way? ☐ Yes ☒ No

19. Did your organization have any contingent liabilities? ☐ Yes ☒ No
(If the answer to Item 18 or 19 is "Yes," provide details in Item 22.)

20. Did your organization have any changes in its constitution and by-laws (other than changed dues amounts) or in practices described in statements submitted with Form LM-1 or Form LM-1A since your organization filed Form LM-1 or most recently updated it by filing a Form LM-1A? ☐ Yes ☒ No
If "Yes," attach an updated Form LM-1A to this report, with required documents.

21. List fees and dues required. *(Complete each line. Enter "None" or "Not Applicable" as appropriate.)*

	(A) If one rate applies, enter here	(B) If more than one rate applies, enter here Minimum	Maximum
(1) Initiation fee or fees required from new members	$ 2.50	$ N/A	$ N/A
(2) Fees other than dues required from transfer members	$ N/A	$ N/A	$ N/A
(3) Are work permits issued? ☐ Yes ☒ No If "Yes," give fees required	$ ____ per ____	$ ____ per ____	$ ____ per ____
(4) Regular dues or fees or other periodic payments required to remain a member of the reporting labor organization *(per year, mo., etc.)*	$ 2.60 per mo.	$ ____ per ____	$ ____ per ____

22. ADDITIONAL INFORMATION *(If this is a terminal report, see Section XII of the Instructions)*

Item Number

C

NATIONAL LABOR RELATIONS BOARD
OFFICIAL EXHIBIT NO. 5-10
Docket No. 5-AC-22
SEE ATTACHED
Disposition
In the matter of Date 7-27-78
Received
Identified
Reporter

RECEIVED
U.S. DEPARTMENT OF LABOR
LABOR-MANAGEMENT SERVICES ADMINISTRATION
SEP 14 1977
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

(If more space is needed, attach additional sheets with further statement, properly identified.)

Each of the undersigned, duly authorized officers of the above labor organization, declares, under the applicable penalties of law,* that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signator, and is, to the best of the undersigned's knowledge and belief, true, correct, and complete.

15. SIGNED: [signature] PRESIDENT *(If other title, cross out and write in correct title above. Explain in Item 22.)*
at: Washington D.C. on: 9/20/77
City State Date
(202) 223-3111
Telephone Number *(Include Area Code)*

16. SIGNED: [signature] TREASURER *(If other title, cross out and write in correct title above. Explain in Item 22.)*
at: Washington D.C. on: 9/20/77
City State Date
(202) 223-3111
Telephone Number *(Include Area Code)*

*See section on "Penalties" in accompanying instructions.

Form LM-2 (Rev. 1975) Page 1

COPY 2

000056

EMPLOYER'S EXHIBIT 10

211

ENTER AMOUNTS IN DOLLARS ONLY

FILL OUT SCHEDULES 1 THROUGH 14 BEFORE FILLING OUT STATEMENTS A THROUGH C

STATEMENT A—ASSETS AND LIABILITIES

Item	ASSETS	FROM SCH #	Start of Reporting Period (A)	cts	End of Reporting Period (B)	cts
23.	(a) Cash on hand (Statement C, lines 1)		$ 110,887	XX	$ 1,100	XX
	(b) Cash in banks (Statement C, lines 2)		2,552,942	XX	1,658,278	XX
24.	Accounts Receivable		397,794	XX	416,504	XX
25.	Loans Receivable	1	472,402	XX	559,111	XX
26.	U.S. Treasury Securities		121,000	XX	121,000	XX
27.	Mortgage Investments		55,779	XX	53,253	XX
28.	Other Investments	2	2,804,460	XX	2,941,399	XX
29.	Fixed Assets	5	10,022,868	XX	11,290,086	XX
30.	Other Assets	3	438,947	XX	431,421	XX
31.	TOTAL ASSETS		$16,977,079	XX	$17,472,152	XX

Item	LIABILITIES	FROM SCH #	Start of Reporting Period (C)	cts	End of Reporting Period (D)	cts
32.	Accounts Payable		$ 121,018	XX	$ 156,560	XX
33.	Loans Payable	8	124,612	XX	24,685	XX
34.	Mortgages Payable		2,445,553	XX	2,345,073	XX
35.	Other Liabilities	4	744,991	XX	920,561	XX
36.	TOTAL LIABILITIES		$3,436,174	XX	$3,446,882	XX
	NET ASSETS					
37.	Net Assets (Item 31 less Item 36)		$13,540,905	XX	$14,025,270	XX

STATEMENT B—RECEIPTS AND DISBURSEMENTS

Item	CASH RECEIPTS	FROM SCH #	(A)	cts
38.	Dues		$ - 0 -	XX
39.	Per Capita Tax		15,843,981	XX
40.	Fees		556,821	XX
41.	Fines		- 0 -	XX
42.	Assessments		- 0 -	XX
43.	Work Permits		- 0 -	XX
44.	On Behalf of Affiliates for Transmittal to Them		638,188	XX
45.	Sale of Supplies		54,758	XX
46.	Interest		186,491	XX
47.	Dividends		111,845	XX
48.	Rents		352,046	XX
49.	Loans Obtained	8	25,020	XX
50.	Sale of Investments and Fixed Assets	7	387,999	XX
51.	Repayment of Loans Made	1	286,300	XX
52.	From Members for Disbursement on Their Behalf		1,385,340	XX
53.	From Other Sources	13	7,267,692	XX
54.	TOTAL RECEIPTS (Items 38 through 53)		$27,096,481	XX

Item	CASH DISBURSEMENTS	FROM SCH #	(B)
55.	Per Capita Tax		$1,363,380
56.	Fees, Fines, Assessments, etc.		- 0 -
57.	To Affiliates of Funds Collected on Their Behalf		623,705
58.	For Account of Affiliates		242,081
59.	To Officers: (a) Gross $1,256,339	9	
	(b) Less Deductions 400,957		855,382
60.	To Employees: (a) Gross $7,210,904	10	
	(b) Less Deductions 1,880,861		5,330,043
61.	Office and Administrative Expense		851,606
62.	Educational and Publicity Expense		289,073
63.	Professional Fees		98,719
64.	Benefits	11	2,460,546
65.	Loans Made	1	373,009
66.	Contributions, Gifts and Grants	12	601,135
67.	Supplies for Resale		88,614
68.	Purchase of Investments and Fixed Assets	6	1,887,944
69.	Direct Taxes		332,489
70.	Withholding Taxes		1,722,967
71.	On Behalf of Individual Members		1,365,767
72.	Repayment of Loans Obtained	8	124,944
73.	For Other Purposes	14	9,482,023
74.	TOTAL DISBURSEMENTS (Items 55 through 73)		$28,100,932

STATEMENT C—CASH

	Cash at Start of Reporting Period	(A)
1.	Cash on Hand	$ 110,887
2.	Cash in Banks (Checking Accounts and Other Deposits)	2,552,942
3.	Total of Lines 1 and 2	2,663,829
4.	Total Receipts from Line 54	27,096,481
5.	Total of Lines 3 and 4	29,760,310
6.	Total Disbursements from Line 74	28,100,932
7.	Deduct Line 6 from Line 5	$ 1,659,378

	Cash at End of Reporting Period	(B)
1.	Cash on Hand	$ 1,100
2.	Cash in Banks (Checking Accounts and Other Deposits)	1,658,278
3.	Total of Lines 1 and 2	$1,659,378

If the amount entered in line 7, column (A) does not equal the amount entered in line 3, column (B), there is a discrepancy in your reporting. Correct the discrepancy or explain it in Item 22.

If more space is needed to list items in any of the schedules below, continue the list on additional sheets, using the same column headings used on the schedule and enter the totals on the line provided for additional listings on the schedule.

SCHEDULE 1—LOANS RECEIVABLE

List below outstanding loans to officers, employees, or members which at any time during the reporting period exceeded $250 and list all loans, regardless of amount, made to business enterprises. (A)	Loans Outstanding at Start of the Period (B)	Loans Made During the Period (C)	Repayments Received During the Period: Cash (D)(1)	Repayments Received During the Period: Other Than Cash (D)(2)	Balance at the End of the Period (F)
1. (Name) Schedule attached	$472,402	$373,009	$286,300	- 0 -	$559,111
(Purpose)					
(Security)					
(Terms of Repayment)	$	$	$	$	$
2. (Name)					
(Purpose)					
(Security)					
(Terms of Repayment)					
3. Totals from Additional Listings, if any					
4. Totals of Loans not Listed above.					
5. Totals of Lines 1 through 4.	$472,402	$373,009	$286,300	$ - 0 -	$559,111

Enter the Totals from Line 5 in ..... Item 25, Column A. ..... Item 65 ..... Item 51 ..... Item 22 with Explanation ..... Item 25, Column B

ENTER AMOUNTS IN DOLLARS ONLY

SCHEDULE 2—INVESTMENTS OTHER THAN U.S. TREASURY SECURITIES AND MORTGAGE INVESTMENTS

Description (A)	Amount (B)
Marketable Securities:	
1. Total Cost	$ 1,241,686
2. Total Book Value	1,241,686
3. Itemize each Marketable Security holding which is valued at over $1000 and which is also greater than 20% of the amount given in Line 2.	
(a) Letman Corporation	276,166
(b) Fund for U.S. Covermment	
(c) Securities	618,988
(d)	
Other Investments:	
4. Total Cost	1,699,713
5. Total Book Value	1,699,713
6. Itemize each Other Investment holding which is valued at over $1000 and which is also greater than 20% of the amount given in Line 5. Also itemize each subsidiary for which separate reports are attached.	
(a) National Bank of Wash Trust Fund	787,835
(b) Union 1st National Bank of Wash	
(c) Trust Fund	811,878
(d) Total from Additional Listings, if any	
7. Total of Lines 2 and 5.	$ 2,941,399

Enter the Total from Line 7 in ..... Item 28, Column B

SCHEDULE 3—OTHER ASSETS

Description (A)	Book Value (B)
1. Schedule attached	$ 431,421
2.	
3.	
4.	
5. Total from Additional Listings, if any	
6. Total of Lines 1 through 5.	$ 431,421

Enter the Total of Line 6 in ..... Item 30, Column B

SCHEDULE 4—OTHER LIABILITIES

Description (A)	Amount at End of Period (B)
1. RCIA Pension Fund	$ 590,466
2. Central Division Convention Fund	95,778
3. J.T.H. Scholarship Fund	100
4. Accounts Payable Affiliates	64,398
5. From Affiliates to be Forwarded	58,491
6. Payroll Deductions Payable	111,329
7.	
8. Total from Additional Listings, if any	
9. Total of Lines 1 through 8.	$ 920,561

Enter the Total from Line 9 in ..... Item 35, Column B

SCHEDULE 5—FIXED ASSETS

Description (A)	Cost or Other Basis (B)	Total Depreciation (If any) or Amount Expensed (C)	Book Value (D)	Fair Market Value (E)
1. Land (Give Location): 18th & K Street, N.W. Wash, D.C.	$ 2,387,501		$ 2,387,501	$ 2,387,501
RCIA Conference Center, Hollywood, Md.	275,000		275,000	275,000
Totals from Additional Listings, if any	- 0 -		- 0 -	- 0 -
3. Buildings (Give Location): 18th & K Street, N.W. Wash D.C.	6,289,452	$ - 0 -	6,289,452	6,289,452
RCIA Conference Center, Hollywood, Md.	1,375,550	- 0 -	1,375,550	1,375,550
4. Totals from Additional Listings, if any	- 0 -	- 0 -	- 0 -	- 0 -
5. Automotive Equipment	47,774	11,108	36,666	36,666
6. Office Furniture and Equipment	1,327,962	511,542	816,420	816,420
7. Other Fixed Assets Homes on transfer	109,497	- 0 -	109,497	109,497
8. Totals of Lines 1 through 7.	$ 11,812,736	$ 522,650	$ 11,290,086	$ 11,290,086

Enter the Total from Line 8, column D in ..... Item 29, Column B

SCHEDULE 6—PURCHASE OF INVESTMENTS AND FIXED ASSETS

Description of Assets (If land or buildings, give location) (A)	Cost (B)	Book Value (C)	Cash Paid (D)
1. Schedule Attached	$ 1,887,944	$ 1,887,944	$ 1,887,944
2.			
3.			
4.			
5. Totals from Additional Listings, if any			
6. Totals of Lines 1 through 5.	$ 1,887,944	$ 1,887,944	$ 1,887,944

Enter the Total from Line 6, Column D in ..... Item 58

7. Assets Traded in on Assets Purchased: Description of Asset Traded In (A)	Cost (B)	Book Value (C)	Trade-In Allowance (D)
(a) NONE	$ - 0 -	$ - 0 -	$ - 0 -
(b)			

SCHEDULE 7—SALE OF INVESTMENTS AND FIXED ASSETS

Description of Assets Sold (If land or building, give location) (A)	Cost (B)	Book Value (C)	Gross Sales Price (D)	Amount Received (E)
1. Schedule Attached	$ 426,522	$ 414,439	$ 387,999	$ 387,999
2.				
3.				
4. Total from Additional Listings, if any				
5. Totals of Lines 1 through 4.	$ 426,522	$ 414,439	$ 387,999	$ 387,999

Enter the Total from Line 5, Column E in ..... Item 50

SCHEDULE 8—LOANS PAYABLE

Source of Loans Payable at any Time During the Reporting Period (A)	Terms for Repayment (B)	Balance at Start of Period (C)	Loans Obtained During Period (D)	Repayment of Loans During Period: Cash (E)(1)	Repayment of Loans During Period: Other Than Cash (E)(2)	Balance at End of Period (F)
1. Union 1st Nat'l Bank	monthly	$ 124,612	$ - 0 -	$ 124,612	$ - 0 -	$ - 0 -
Xerox Corporation	monthly		25,020	332		24,688
3.						
4.						
5. Total from Additional Listings, if any						
6. Totals of Lines 1 through 5.		$ 124,612	$ 25,020	$ 124,944	$ - 0 -	$ 24,688

Enter the Totals from Line 6 in ..... Item 33, Column C ..... Item 49 ..... Item 72 ..... Item 22 with Explanation ..... Item 33, Column D

ENTER AMOUNTS IN DOLLARS ONLY

SCHEDULE 9—LIST OF ALL OFFICERS AND DISBURSEMENTS TO OFFICERS

Name (Important: List all persons who held office during the period) (A)	Title (B)	Status (C)	Gross Salary (before taxes and other deductions) (D)	Allowances (E)	Other Direct and Indirect Disbursements: Expenses Including Reimbursed Expenses (F)	Other Disbursements (G)	Total (H)
1. Schedule Attached			$907,785.94	$ 96,618.00	$229,833.53	$ 22,101.97	$1,256,339.44
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10. Total from Additional Listings, if any.							
11. Totals of Lines 1 through 10.			$907,785.94	$ 96,618.00	$229,833.53	$ 22,101.97	$1,256,339.44

Code for Column C, "Status": past officer—P; continuing officer—C; new officer during this reporting period—N.
Enter the Total of Line 11, Column H in ..... Item 59(a)
NOTE: If any officer was not elected at a regular election in accordance with the constitution and bylaws, explain in Item 22.

SCHEDULE 10—DISBURSEMENTS TO EMPLOYEES

List below employees who received more than $10,000 in gross salary, allowances, and other direct and indirect disbursements from this labor organization and any affiliate.

(A)	Position (B)	Name of Affiliated Organization (If applicable) (C)	Gross Salary (before taxes and other deductions) (D)	Allowances (E)	Other Direct and Indirect Disbursements: Expenses Including Reimbursed Expenses (F)	Other Disbursements (G)	Total (H)
1. Schedule Attached			$4,840,562.73	$672,871.11	$1,170,844.87	$ 715.52	$6,684,994.23
2.							
3.							
4.							
5.							
6. Total from Additional Listings, if any							
7. Total for all employees who, during the reporting period, received $10,000 or less gross salary, allowances, and other direct and indirect disbursements.			459,635.78	28,436.34	37,837.66	- 0 -	525,909.78
8. Totals of Lines 1 through 7.			$5,300,198.51	$701,307.45	$1,208,682.53	$ 715.52	$7,210,904.01

Enter the Total of Line 8, Column H in ..... Item 60(a)

SCHEDULE 11—BENEFITS

Type of Benefit (A)	To Whom Paid (B)	Amount (C)
1. Funeral Benefits	Beneficiaries	$ 189,500
2. Health & Welfare	Life Ins. Co.	259,825
3. Annuity Plan	Life Ins. Co.	175,213
4. Annuity	Beneficiary	607
5. Strike & Defense	Local Unions	1,661,317
6. Health & Welfare		
7. Retired Employees	Life Ins. Co.	174,084
8.		
9.		
10. Total from Additional Listings, if any		
11. Total of Lines 1 through 10.		$2,460,546

Enter the Total from Line 11 in ..... Item 64

SCHEDULE 12—CONTRIBUTIONS, GIFTS AND GRANTS

Type (A)	Amount (B)
1. Charitable	$ 40,173
2. Educational	13,445
3. Other	57,390
4. Active Ballot Club	488,875
5. International Affairs	1,250
6.	
7.	
8.	
9.	
10. Total from Additional Listings, if any	
11. Total of Lines 1 through 10.	$ 601,135

Enter the Total from Line 11 in ..... Item 66

SCHEDULE 13—OTHER RECEIPTS

Other Sources (A)	Amount (B)
1. Schedule Attached	$ 7,267,692
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10. Total from Additional Listings, if any	
11. Total of Lines 1 through 10.	$ 7,267,692

Enter the Total from Line 11 in ..... Item 53

SCHEDULE 14—OTHER DISBURSEMENTS

Other Purposes (A)	Amount (B)
1. Schedule Attached	$ 9,439,023
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10. Total from Additional Listings, if any	
11. Total of Lines 1 through 10.	$ 9,439,023

Enter the Total from Line 11 in ..... Item 71

R.C.I.A.—LM-2

Item #22—Additional Information

Item #	
13	Fully depreciated Office Furniture and Equipment was disposed of and written off. Included in the cost of $12,764. Written off was an accounting machine, which had a purchase price of $8131. This machine was junked. Cost and accumulated depreciation were adjusted by $120,642, due to a personal property tax audit.
14	RCIA Retirement Plan for Employees WP043020 RCIA Health & Welfare Plan for Retired Employees WP214872 RCIA Health & Welfare Plan (Fully Insured) WP043019 RCIA Death Benefit Plan (Self Insured) WP097196 RCIA Employees Annuity Trust WP254653 James A. Suffridge—RCIA Scholarship Fund James T. Housewright—RCIA Scholarship Fund
18	1st Trust Mortgages on Real Estate and Collateral Note on Xerox Equipment
Schedule 9 & 10	Leased and owned automobiles are also used for personal business.

R.C.I.A. LM-2
Year Ended April 30, 1977
Schedule 1—Loans Receivable

Name	A Purpose	Repayment Terms	B Balance Beginning Period	C Loans Made During Period	D Repayments	E Balance End of Period
Local 548—New Orleans, Louisiana	P.C.T. Advance	Monthly Payment	$ 2,731.84	$ —0—	$ 2,400.00	$ 331.84
Local 445—Louisville, Kentucky	Financial Assistance	Monthly Payment	9,006.60	—0—	9,006.60	—0—
Local 1435—Lynn, Massachusetts	P.C.T. Advance and Financial Assistance	Monthly Payment	56,416.09	—0—	2,400.00	54,016.09
Local 500—Montreal, Canada	P.C.T. Advance	Monthly Payment	15,761.13	—0—	—0—	15,761.13
Local 1100—San Francisco, California	Financial Assistance	Monthly Payment	144,385.50	260,827.26	93,636.00	311,576.76
Robert E. Gay	1st Trust	Monthly Payment	3,097.06	—0—	3,097.06	—0—
Harvey's Incorporated	1st Trust	Monthly Payment	94,200.00	—0—	20,400.00	73,800.00
Local 187—Cheyenne, Wyoming	Strike Fund Advance	Lump Payment	5,000.00	—0—	5,000.00	—0—
Local 1636—Tampa, Florida	P.C.T. Advance	Monthly Payment	100.00	—0—	100.00	—0—
Local 480—Honolulu, Hawaii	Financial Assistance	Monthly Payment	1,000.00	—0—	1,000.00	—0—
Local 1001—Seattle, Washington	P.C.T. Advance	Monthly Payment	104,917.07	—0—	55,000.00	49,917.07
Local 725—Indianapolis, Indiana	Strike Fund Advance	Lump Payment	10,000.00	—0—	—0—	10,000.00

Local 150—New York, New York	Financial Assistance	Monthly Payment	9,200.00	—0—	9,200.00	—0—
Local 1441—Muncie, Indiana	P.C.T. Advance	Monthly Payment	4,020.82	—0—	2,800.00	1,220.82
Local 663—El Paso Texas	P.C.T. Advance	Monthly Payment	3,665.59	9,053.94	3,665.59	9,053.94
Local 1188—Coos Bay, Oregon	P.C.T. Advance	Monthly Payment	5,855.66	—0—	4,500.00	1,355.66
Local 991—Missoula, Montana	P.C.T. Advance	Monthly Payment	3,044.76	—0—	3,044.76	—0—
Local 1325—Fall River, Massachusetts	Strike Fund Advance	Lump Payment	—0—	1,000.00	1,000.00	—0—
Local 57—Great Falls, Montana	Strike Fund Advance	Lump Payment	—0—	700.00	—0—	700.00
Canadian Division Office	Organizing Fund	Lump Payment	—0—	1,000.00	—0—	1,000.00
Local 57—Great Falls, Montana	P.C.T. Advance	Monthly Payment	—0—	5,741.26	1,920.00	3,821.26
Local 1357—Philadelphia, Pennsylvania	Strike Fund Advance	Lump Payment	—0—	8,000.00	8,000.00	—0—
Local 1361—Allentown, Pennsylvania	Strike Fund Advance	Lump Payment	—0—	4,000.00	4,000.00	—0—
Local 1434—Reno, Nevada	P.C.T. Advance	Monthly Payment	—0—	9,825.90	700.00	9,125.90
Local 1434—Reno, Nevada	Strike Fund Advance	Lump Payment	—0—	2,000.00	—0—	2,000.00
Local 330—Seattle, Washington	P.C.T. Advance	Monthly Payment	—0—	30,860.58	15,430.29	15,430.29
Local 1536—Las Vegas, Nevada	Strike Fund Advance	Lump Payment	—0—	40,000.00	40,000.00	—0—
			$472,402.12	$373.008.94	$286,300.30	$559,110.76

R.C.I.A. LM-2

Year Ended April 30, 1977

Schedule 3—Other Assets

(A) Description	(B) Amount
1. Local & Office Supplies	$153,506
2. Annuity—President Emeritus	121,393
3. Prepaid Insurance	132,921
4. Deposits	9,310
5. Twenty-seventh Int'l Convention Expense	14,291
Total to Schedule 3	$431,421

R.C.I.A. LM-2

Year Ended April 30, 1977

Schedule 6—Purchase of Investments and Fixed Assets

(A) Description of Assets	(B) Cost	(C) Book Value	(D) Cash Paid
Suffridge Building Improvements	$ 11,856.59	$ 11,856.59	$ 11,856.59
National Bank of Washington—Trust Fund	53,223.92	53,223.92	53,223.92
Union First National Bank of Washington—Trust Fund	209,785.39	209,785.39	209,785.39
Fund for U.S. Government Securities	38,517.38	38,517.38	38,517.38
RCIA Placid Harbor Conference Center Improvements	1,163,726.15	1,163,726.15	1,163,726.15
Eaton & Howard Fund	1,723.78	1,723.78	1,723.78
Lehman Corporation	19,248.72	19,248.72	19,248.72
Home on Transfer—Lewis—Georgia	5,234.43	5,234.43	5,234.43
Home on Transfer—Dryer—Ohio	84.74	84.74	84.74
Home on Transfer—Hall—Virginia	73,464.45	73,464.45	73,464.45
Home on Transfer—Wynn—New Jersey	33,031.92	33,031.92	33,031.92
Home on Transfer—Dority—Virginia	48,547.11	48,547.11	48,547.11
Home on Transfer—Novicoff—Michigan	15,976.16	15,976.16	15,976.16
Home on Transfer—Carter—Georgia	10,235.29	10,235.29	10,235.29
Automotive Equipment	2,191.25	2,191.25	2,191.25
Office & Conference Center Furniture & Equipment	201,096.69	201,096.69	201,096.69
Total to Schedule 6:	$1,887,943.97	$1,887,943.97	$1,887,943.97

R.C.I.A. LM-2

Year Ended April 30, 1977

Schedule 7—Sale of Investments and Fixed Assets

(A) Description of Assets Sold	(B) Cost	(C) Book Value	(D) Gross Sales Price	(E) Amount Received
1. Homes on Transfer *	$218,722.64	$218,722.64	$193,532.36	$193,532.36
2. Automotive Equipment	9,475.00	7,600.00	7,600.00	7,600.00
3. Office Furniture & Equipment	12,764.00	2,556.75	436.00	436.00
4. Other Investments	185,560.07	185,560.07	186,430.93	186,430.93
Total to Schedule 7:	$426,521.71	$414,439.46	$387,999.29	$387,999.29

* Location of Homes on Transfer
- Virginia
- Ohio
- New Jersey
- Michigan
- Georgia

R.C.I.A. LM-2

Year Ended April 30, 1977

Schedule 13—Other Receipts

	(A) Other Sources	(B) Amount
1.	"Advocate" Subscriptions	$ 260.00
2.	Surety Bond Premiums	26,631.61
3.	RCIA H. & W. Premium Reimbursement	174,083.82
4.	Accounts Payable—Affiliates	271,850.81
5.	RCIA Pension Plan—P.C.T.	4,815,511.14
6.	RCIA Pension Plan—Participants	1,177,251.93
7.	1st Trust Principal Payments	2,526.07
8.	Miscellaneous Refunds & Receipts	73,561.50
9.	Canadian Exchange	5,967.50
10.	Overseas Study Program	44,587.50
11.	Program Assistance	269,814.85
12.	Active Ballot Club—Contributions	400,783.67
13.	RCIA Conference Center	4,861.63
	Total to Schedule 13	$7,267,692.03

R.C.I.A. LM-2

Year Ended April 30, 1977

Schedule 14—Other Disbursements

	(A) Other Purposes	(B) Amount
1.	Advocate	$ 462,914.86
2.	Building Expenses	324,480.40
3.	General Organizing	784,677.92
4.	Pension Plan Transfers	5,885,002.49
5.	Conference & Convention	413,863.97
6.	Division Office Expense	318,389.40
7.	International Representative Expense	317,135.66
8.	Payroll Deductions Forwarded	564,558.87
9.	Mortgages Payable	100,479.84
10.	RCIA Placid Harbor Conference Center	136,384.98
11.	AIFLD—AID; AALC	181,134.93
	Total to Schedule 14	$9,489,023.32

RCIA—LM-2

Year Ended April 30, 1977

Schedule 9—Disbursements to Officers

(A) Name	(B) Title	(C) Status	(D) Gross Salary	(E) Allowances	(F) Expenses	(G) Other	(H) Total
Housewright, James T.	President	C	$110,000.00	$13,000.00	$ 15,857.33	$ —0—	$ 138,857.33
Wynn, William H.	Secretary-Treas.	N	57,857.66	9,008.00	20,240.41	—0—	87,106.07
Hall, Peter L.	Secretary-Treas.	P	49,500.00	4,720.00	9,620.72	12,115.15	75,955.87
McGrath, William A.	Vice-President	P	53,122.29	4,002.00	3,506.90	9,986.82	70,618.01
Foreman, Jay H.	Vice-President	N	44,837.35	3,974.00	5,647.95	—0—	54,459.30
Whaley, Thomas G.	Vice-President	C	52,887.35	3,790.00	7,518.79	—0—	64,196.14
McAllister, Richard C.	Vice-President	C	47,593.91	3,966.00	11,219.94	—0—	62,779.85
Perry, Richard J.	Vice-President	N	44,822.66	3,746.00	7,802.90	—0—	56,371.56
Dority, Douglas H.	Vice-President	N	41,431.60	5,988.00	14,211.90	—0—	61,631.50
Cadwell, Robert M.	Vice-President	C	43,966.64	4,430.00	13,807.74	—0—	62,204.38
Dryer, William J.	Vice-President	C	43,966.64	4,254.00	10,448.70	—0—	58,669.34
Lewis, Richard B.	Vice-President	C	43,966.64	5,146.00	12,278.46	—0—	61,391.10
Russow, Thomas M.	Vice-President	C	43,966.64	3,948.00	10,507.84	—0—	58,422.48
Britton, Eugene A.	Vice-President	C	43,966.64	4,000.00	16,028.75	—0—	63,995.39
Hofer, Donald J.	Vice-President	C	43,966.64	3,428.00	9,976.13	—0—	57,370.77
Loveall, Jack	Vice-President	C	43,966.64	4,156.00	21,080.71	—0—	69,203.35
Evans, Clifford	Vice-President	C	43,966.64	3,534.00	20,048.61	—0—	67,549.25
Heller, Sidney	Vice-President	C	6,000.00	2,125.00	2,040.46	—0—	10,165.46
Akman, Alvin	Vice-President	C	6,000.00	748.00	1,236.32	—0—	7,984.32
Jenkins, William N.	Vice-President	C	6,000.00	2,150.00	3,221. 8	—0—	11,371.28
McDonald, David A.	Vice-President	C	6,000.00	1,205.00	2,321.95	—0—	9,526.95
Rira, Kenneth	Vice-President	C	6,000.00	1,100.00	1,440.00	—0—	8,540.00
Valenti, Jack	Vice-President	C	6,000.00	1,200.00	1,433.54	—0—	8,633.54
Olwell, William J.	Vice-President	C	6,000.00	1,100.00	2,053.12	—0—	9,153.12
McLoughlin, James P.	Vice-President	C	6,000.00	1,000.00	3,593.08	—0—	10,593.08
Krickan, Rudy	Vice-President	C	6,000.00	900.00	2,690.00	—0—	9,590.00
TOTAL TO SCHEDULE 9			$907,785.94	$96,618.00	$229,833.53	$22,101.97	$1,256,339.44

R.C.I.A. LM-2
Year Ended April 30, 1977
Schedule 10—Disbursements to Employees

(A) Name	(B) Position	(C) Affil. Org.	(D) Gross Salary	(E) Allowances	(F) Expenses	(G) Other	(H) Total
Abdow, Richard J.	Field Assistant	Local #1459	$ 10,125.00	$ 1,831.00	$ 4,443.27		$ 16,399.27
Abel, Myrtle B.	Office		13,829.56	—0—	20.00		13,849.56
Abney, Brenda K.	Office		11,384.95	—0—	4.00		11,388.95
Adams, John M.	Executive Assistant		29,975.00	3,445.00	6,942.52		40,362.52
Adrion, David	Operations Supervisor		16,565.52	80.00	164.64		16,810.16
Asselin, Jean-Guy	Representative		15,575.00	2,269.00	6,320.17		24,164.17
Bailey, Marshall J.	Field Assistant		19,860.71	2,824.00	7,343.63		30,028.34
Bailey, Rodney R.	Office		12,261.27	—0—	3.00		12,264.27
Baldit, Roy P.	Representative	Local #455	14,325.00	4,047.00	7,469.59		25,841,59
Barnes, David L.	Representative		12,950.00	4,386.00	6,177.12		23,513.12
Barrera, Gilbert A.	Representative		15,575.00	3,095.00	5,430.45		24,100.45
Barry, David T.	Field Assistant		19,070.00	3,856.00	8,844.81		31,770.81
Bates, Loretta E.	Representative		9,115.00	3,335.05	3,816.07		16,266.12
Becka, Barbara J.	Office		11,740.92	—0—	14.00		11,754.92
Bennett, Jerry	Field Assistant	D.C. #24	10,345.00	1,602.00	3,368.70		15,315.70
Benson, Richard	Representative	Local #1100	10,975.00	3,238.00	4,987.59		19,200.59
Berns, Leon E.	Collective Barg. Representative		28,191.75	2,887.00	5,836.84		36,915.59
Bible, David L.	Representative		14,042.50	4,748.00	5,198.36		23,988.86
Birge, Robert D.	Representative		15,575.00	3,414.00	9,263.67		28,252.67
Blakes, Van E.	Prof. & Health Care Coordinator		17,495.00	3,518.00	10,821.82		31,834.82
Boivin, Pierre-F.	Executive Assistant		29,960.00	3,424.00	9,633.54		43,017.54
Bostrom, Jane	Office		12,070.18	—0—	4.00		12,074.18
Bowman, Clay G.	Representative		14,815.00	4,409.00	3,699.16		22,923.16

(A) Name	(B) Position	(C) Affil. Org.	(D) Gross Salary	(E) Allowances	(F) Expenses	(G) Other	(H) Total
Broeska, Kenneth A.	Western Field Assistant	Local #401	$ 16,405.00	$ 2,629.00	$ 5,772.28		$ 24,806.28
Brooks, Robin E.	Representative		9,052.50	4,397.50	4,157.59		17,607.59
Brooks, Ronald T.	Special Crew Coordinator		17,495.00	2,822.00	5,333.62		25,650.62
Brown, Denise A.	Office		9,932.62	—0—	222.20		10,154.82
Brown, Joseph L.	Office		11,644.02	—0—	212.90		11,856.92
Bullen, Daniel C.	Representative		15,575.00	4,376.00	9,192.35		29,143.35
Burris, Robert E.	Dept. Store Program Coordinator		18,795.00	4,534.00	8,989.02		32,318.02
Burton, Edward L.	Representative		15,324.04	5,033.60	4,746.53		25,104.17
Bury Cheryl L.	Office		10,924.61	—0—	12.00		10,936.61
Caley, Mary T.	Special Assistant Health Care		19,660.00	3,374.00	6,762.56		29,796.56
Campeau, Jean	Dept. Store Program Coordinator		8,875.00	684.00	2,297.21		11,856.21
Cardwell, Cecil I.	Representative		15,575.00	4,491.00	4,656.58		24,722.58
Carman, Dwayne	Executive Assistant		29,271.00	4,867.00	7,935.72		42,073.72
Carter, Harry J.	Assistant to Director		31,246.93	5,334.00	9,594.71		46,175.64
Carter, Tommie L.	Representative		15,575.00	4,952.00	8,179.71		28,706.71
Casey, Thomas E.	Representative		9,943.32	5,087.00	6,576.34		21,606.66
Chavaree, Albert J.	Field Assistant		20,095.00	3,314.00	6,342.90		29,751.90
Christy, Michael H.	Collective Barg. Representative		28,311.00	2,850.00	5,570.10		36,731.10
Clark, Roger T.	Executive Assistant		29,975.00	3,337.00	7,304.86		40,616.86
Cloutier, Andre	Representative		11,552.50	5,719.00	6,959.38		24,230.88
Cochran, Gerd R.	Office		11,942.95	—0—	29.50		11,972.45
Comeaux, Robert L.	Representative	D.C. #24	14,200.00	5,214.00	7,054.10		26,468.10

Connor, Joseph P., Jr.	Prof. & Health Care Coordinator		$ 17,145.00	$ 2,110.00	$ 4,238.98	$ 23,493.98
Corbett, Michael W.	Representative		15,575.00	4,612.00	3,817.52	24,004.52
Corbin, Ronald E.	Representative		15,575.00	1,663.00	4,818.54	22,056.54
Cory, Alan E.	Field Assistant		20,095.00	3,634.00	6,406.33	30,135.33
Cory, Gregory A.	Representative	Local #588	15,487.85	3,412.00	5,416.66	24,316.51
Couttee, Douglas	Co-Director Political Affairs		32,971.95	3,621.00	5,719.57	42,312.52
Danio, William	Representative		15,249.29	4,181.00	5,719.75	25,150.04
Davis, Walter L.	Spec. Assistant to the President		30,858.13	4,306.25	7,286.09	42,450.47
Day, David A.	Representative		14,563.54	4,949.00	6,106.21	25,618.75
Dial, Richard N.	Membership Service Representative		17,495.00	3,772.00	10,785.29	32,052.29
Dillworth, Clinton	Membership Service Representative		15,575.00	4,939.00	4,956.56	25,470.56
Dininger, Frank R.	Executive Assistant		29,957.00	3,180.00	6,455.07	39,610.07
Disuanco, Corazon P.	Office		11,742.43	—0—	32.00	11,774.43
Ditz, Mary N.	Office		13,900.84	80.00	170.50	14,151.34
Dixon, Sharon M.	Office		11,893.13	—0—	13.00	11,906.13
Donaldson, Robert C.	Field Assistant		20,095.00	3,579.00	6,871.81	30,545.81
Doyle, Thomas W.	Representative		15,575.00	5,450.00	8,833.22	29,858,22
Driskill, Platt W.	Representative		15,575.00	5,010.00	6,945.80	27,530.80
Duckett, Gary A.	Assistant to Director		29,625.80	2,343.00	3,901.62	35,870.42
Dumont, Yves	Representative		8,420.00	1,808.00	3,382.10	13,610.10
Dunn, Michael C.	Representative		15,575.00	3,997.00	6,591.84	26,163.84
Dunn, Robert J.	Representative		15,095.00	4,298.00	4,005.58	23,398.58
Ellis, Robert M.	Representative		13,055.00	5,642.00	8,510.19	27,207.19
Famiglietti, Regina A.	Office		20,354.42	350.00	16.38	20,720.80
Felder, Lois	Director, Commun. Relations		26,408.05	4,393.00	6,775.27	37,576.32

(A) Name	(B) Position	(C) Affil. Org.	(D) Gross Salary	(E) Allowances	(F) Expenses	(G) Other	(H) Total
Flamand, Andre	Representative		$ 6,237.16	$ 1,226.00	$ 2,620.55		$ 10,083.71
Foley, F. Michael-Christian	Representative		6,407.86	1,709.86	3,798.89		11,916.61
Forsythe, William R.	Collective Barg. Representative		28,311.00	2,542.00	6,031.73		36,884.73
Freund, William T.	Field Assistant		20,095.00	2,792.00	6,099.38		28,986.38
Fuchs, James W.	Dept. Store Program Coordinator		18,795.00	3,885.00	7,173.43		29,853.43
Fultz, Gordon R.	Membership Service Representative		17,095.00	4,211.00	10,680.46		31,986.46
Funk, Robert E., Jr.	Assistant to General Counsel		29,185.14	1,799.00	3,665.19		34,649.33
Gandy, Teresa A.	Office		11,571.07	—0—	22.00		11,593.07
Gary, W. Joyce	Office		13,205.61	—0—	3.00		13,208.61
Gay, Robert E.	Office Manager		30,141.85	1,962.00	1,574.30		33,678.15
Geary, Elizabeth A.	Office		11,882.32	—0—	3.00		11,885.32
Gerrard, Melissa V.	Representative		9,345.00	5,547.00	4,324.68		19,216.68
Giuliana, Jean A.	Membership Service Representative		17,495.00	2,498.00	6,205.78		26,198.78
Glenn, Thomas U.	Hawaiian Coord.		19,500.00	1,959.00	4,104.46		25,563.46
Gonzalez, Linda J.	Office		12,801.93	—0—	8.00		12,809.93
Gourlay, John M.	Collective Barg. Representative		21,635.50	4,773.00	6,980.13		33,388.63
Gozy, Henry S.	Representative		13,225.00	4,541.00	4,695.93		22,461.93
Greilick, Thomas F.	Prof. & Health Care Coordinator		17,495.00	4,312.00	9,938.30		31,745.30
Gross, Geraldine	Office		10,920.04	—0—	4.00		10,924.04
Gruver, Ronald E.	Chief Accountant		22,797.30	350.00	21.00		23,168.30
Haggard, Ray	Executive Assistant		29,975.00	2,672.00	5,585.14		38,232.14

Hall, Marsha L.	Office		$ 11,235.50	$ —0—	$ 10.00	11,245.50
Hamilton, Raymond E.	Operations Manager		11,108.21	—0—	2,033.28	13,141.49
Hamilton, Robert W.	Representative		15,575.00	3,476.00	5,850,89	24,910.89
Harrington, Barbara J.	Representative		12,765.00	4,696.50	4,676.13	22,137.63
Harris, Ruth E.	Office		10,333.67	—0—	12.00	10,345.67
Harrison, James D.	Representative		14,535.00	4,408.05	4,099.31	23,042.36
Hazlewood, James D.	Representative		15,895.00	3,755.00	15,207.73	34,857.73
Heard, Norman L.	Assistant to Director		34,840.30	3,627.00	4,403.46	42,870.76
Heise, Larry	Field Assistant	Local #588	17,225.00	4,522.00	8,470.51	30,217.51
Henry, Betty	Representative		15,055.00	3,138.00	7,808.87	26,001.87
Hines, Emil C., Jr.	Representative		15,575.00	5,148.00	7,495.49	28,218.49
Hoffman, Charles P.	Assistant Director Data Processing		21,433.20	256.00	559.80	22,249.00
Holtschlag, George	Representative	Local #1540	14,936.66	4,742.00	4,660.04	24,338.70
House, Daniel W.	Membership Service Representative		17,495.00	3,349.00	7,235.02	28,079.02
Housewright, James T., Jr.	Representative		10,128.75	2,825.00	2,687.24	15,640.99
Howell, Candace L.	Representative		11,825.00	3,161.00	3,684.92	18,670.92
Hrubes, Marvin R.	Assistant to Director		22,348.80	3,459.00	6,126.64	31,934.44
Huntley, James L.	Director of A.B.C.		32,621.25	2,937.00	3,853.64	39,411.89
Ingle, Gary W.	Representative		15,487.86	2,831.00	7,203.11	25,521.97
Ingley, Bernard	Special Crew Coordinator		17,495.00	2,126.00	5,492.66	25,113.66
Jerome, Maynard	Representative		15,575.00	5,112.00	4,418.32	25,105.32
Johnson, Lois M.	Representative		15,095.00	4,367.00	6,372.71	25,834.71
Jones, Barbara A.	Office		12,008.87	—0—	12.00	12,020.87

(A) Name	(B) Position	(C) Affil. Org.	(D) Gross Salary	(E) Allowances	(F) Expenses	(G) Other	(H) Total
Joy, Marion C., Sr.	Superintendent of Building & Grounds		$ 18,558.20	$ —0—	$ 1,105.20		$ 19,663.40
Kaufert, Richard J.	Representative		15,575.00	6,274.00	7,450.87		29,299.87
Kazel, Ronald B.	Membership Service Representative		16,620.00	2,982.00	6,332.29		25,934.29
Kean, Ronald	Representative		15,272.14	3,815.00	6,259.66		25,346.80
Kehoe, Theodore E.	Executive Assistant		29,975.00	2,714.00	7,347.58		40,036.58
Kellogg, Norman A.	Special Crew Coordinator		17,495.00	3,704.00	8,477.42		29,676.42
Kennerly, Sandra L.	Office		11,704.18	—0—	12.00		11,716.18
Kentner, Arletta R.	Representative		15,575.00	4,434.00	4,707.48		24,716.48
Kinyon, Robert L.	Representative		11,847.50	5,194.00	6,373.44		23,414.94
Kivikko, Dennis	Field Assistant		20,095.00	3,453.00	7,082.58		30,630.58
Klitzner, Beth S.	Assistant to General Counsel		9,531.37	572.00	1,039.93		11,143.30
Kolkman, Eugene H.	Executive Assistant	Local #954	19,451.00	2,223.00	4,079.41		25,753.41
Kolman, Larry L.	Collective Barg. Representative		28,311.00	2,653.00	5,320.66		36,284.66
Korb, George A.	Director of Transportation		26,295.60	1,928.00	2,614.75		30,838.35
Kurlancki, Charles S.	Representative		15,335.00	4,880.00	5,212.32		25,427.32
Lanahan, Mary	Representative		15,575.00	6,071.00	8,971.23		30,617.23
Lanneville, Claude D.	Representative		15,575.00	3,554.00	6,998.45		26,127.45
Lefebvre, Henri	Membership Service Representative		17,495.00	2,084.00	5,472.11		25,051.11
Leonard, Michael E.	Prof. & Health Care Coordinator		17,495.00	3,894.00	8,509.12		29,898.12
Lowthers, Charles J.	Executive Assistant to the Sec.-Treas.		38,983.67	3,154.00	3,142.82		45,280.49

Lowthers, Kathryn J.	Office		$ 12,643.67	$ —0—	$ 4.00		$ 12,647.67
Lussier, Sylvain	Representative	Local #502	8,035.00	4,444.00	2,802.78		15,281.78
Macon, Linda P.	Office		10,812.19	—0—	4.00		10,816.19
Mangum, Eleanor L.	Office		10,894.09	—0—	28.00		10,922.09
Maples, John J.	Representative		7,457.50	3,470.00	5,049.14		15,976.64
Marion, Yvon	Special Crew Coordinator		16,355.00	2,260.00	5,349.20		23,964.20
Mason, Andrew, Jr.	Dept. Store Program Coordinator		18,795.00	2,433.00	4,540.57		25,768.57
Mazarz, Dorothy A.	Office		19,590.22	525.00	84.83		20,200.05
McDavid, Michael F.	Dept. Store Program Coordinator		18,795.00	3,585.00	10,066.11		32,446.11
McIntyre, Roy E.	Prof. & Health Care Coordinator		17,495.00	3,173.00	9,577.19		30,245.19
McLarty, James P.	Representative	Local #588	15,575.00	4,860.00	6,077.28		26,512.28
McLaughlin Cheryl	Office		14,055.14	—0—	4.00		14,059.14
Meade, Dwight A.	Representative		15,575.00	4,648.00	4,659.60		24,882.60
Miller, Ellen I.	Office		11,982.14	—0—	4.00		11,986.14
Monk, Frances	Office		13,349.91	—0—	—0—	$715.52	14,065.43
Morand, Vincent	Eastern Field Assistant		24,255.00	1,893.00	4,731.34		30,879.34
Moroz, Richard H.	Representative		5,453.58	845.00	5,108.96		11,407.54
Morris, Richard W.	Prof. & Health Care Coordinator		18,795.00	5,037.00	10,589.27		34,421.27
Mouliert, Benigno	Special Caribbean Representative		14,515.00	1,656.00	5,704.07		21,875.07
Mullin, Arthur D.	Representative		15,675.00	4,830.00	4,554.59		25,059.59
Murphy, George R.	General Counsel		49,508.91	3,423.00	8,326.54		61,258.45
Nebeker, Gary R.	Field Assistant		20,095.00	3,478.00	7,345.15		30,918.15
Neubaum, Gary E.	Representative		15,295.00	5,171.00	5,243.89		25,709.89
Newstrand, Gregg G.	Prof. & Health Care Coordinator		17,495.00	4,100.00	12,703.53		34,298.53

(A) Name	(B) Position	(C) Affil. Org.	(D) Gross Salary	(E) Allowances	(F) Expenses	(G) Other	(H) Total
Nicholson, Steven R.	Special Crew Coordinator		$ 17,495.00	$ 2,885.00	$ 7,276.63		$ 27,656.63
Nissley, Robert H., Sr.	Membership Service Representative		16,770.00	3,384.00	7,571.97		27,725.97
Northeide, Daniel A.	Director, Data Processing		28,344.44	2,291.00	2,917.85		33,553.29
Novicoff, Robert	Executive Assistant		19,802.00	4,339.00	8,183.83		32,324.83
O'Keefe, Eileen	Representative		12,546.42	3,567.00	7,005.45		23,118.87
O'Keefe, Gerard P.	Director of Int'l Affairs		30,259.35	2,460.00	9,957.04		42,694.39
Orth, Louis M.	Representative		14,843.58	3,039.00	10,102.94		27,985.52
Owens, Herman L.	Representative		14,395.00	3,508.00	4,457.90		22,360.90
Palmer, Jerry E.	Dept. Store Program Coordinator		18,795.00	4,178.10	15,952.03		38,825.13
Patterson, Robert B., Jr.	Field Assistant		20,095.00	3,119.00	5,891.81		29,105.81
Pendew, John L., Jr.	Field Assistant		19,020.00	2,874.00	8,077.51		29,971.51
Pinto, Rudolph	Representative		15,575.00	4,660.00	6,722.10		26,957.10
Price, Rico	Representative		10,339.17	4,299.00	3,148.92		17,787.09
Priest, Roland	Representative		15,295.00	2,658.00	5,515.06		23,468.06
Prince, Myrtle A.	Membership Service Representative		13,055.00	5,055.00	6,385.74		24,495.74
Proctor, Mable T.	Office		11,413.77	—0—	12.00		11,425.77
Provencal, Jean-Guy	Representative		15,295.00	1,776.00	4,051.88		21,122.88
Pujos, Lucille	Office		10,063.00	—0—	71.30		10,134.30
Questa, Camillus P.	Collective Barg. Representative		28,311.00	2,796.00	5,866.36		36,973.36
Rando, Robert	Representative		15,175.00	4,875.00	6,191.95		26,241.95

Re, Robert L.	Representative	$ 14,332.01	$ 4,266.00	$ 5,784.83	$ 24,382.84
Reed, Nelson	Representative	15,575.00	3,423.00	8,943.94	27,941.94
Reinhart, Vernon	Field Assistant	20,095.00	3,604.00	6,071.56	29,770.56
Renner, Robert C.	Membership Service Representative	17,495.00	3,980.00	7,309.94	28,784.94
Rivkin, Robert N.	Representative	15,295.00	4,090.00	6,114.27	25,499.27
Robinson, Robert W.	Field Auditor	17,836.20	1,970.00	2,167.03	21,973.23
Roesel, Richard	Assistant to General Counsel	27,894.15	720.00	764.23	29,378.38
Rorie, Donald L.	Membership Service Representative	17,495.00	4,019.00	11,440.73	32,954.73
Rosenberry, Ivan C.	Collective Barg. Representative	28,311.00	2,806.00	5,286.72	36,403.72
Ryder, Robert F.	Field Assistant	20,251.00	3,066.00	6,661.79	29,978.79
Scheeby, George J. II	Representative	14,465.00	5,273.00	6,511.13	26,249.13
Schmidt, James P.	Representative	15,575.00	4,771.00	5,626.34	25,972.34
Schroeder, Joan M.	Economist	20,806.10	574.00	879.99	22,260.09
Schulze, Max G.	Representative	15,495.00	6,078.00	7,812.81	29,385.81
Scott, Lawrence K.	Representative	14,695.00	3,728.00	5,966.72	24,389.72
Seidenfaden, George L. Sr.	Representative	14,952.99	3,506.00	6,508.60	24,967.59
Senn, William	Executive Assistant	20,997.50	3,324.00	6,485.51	30,807.01
Serabjit-Singh, Armanda	Representative	14,295.00	1,504.00	3,963.32	19,762.32
Shepler, Laura D.	Office	11,455.35	—0—	10.00	11,465.35
Sherman, Robert E.	Representative	15,575.00	5,192.00	4,914.62	25,681.62
Shreve, Arthur W.	Representative	15,575.00	5,790.00	8,814.38	30,179.38
Sierra, Juan, Jr.	Representative	15,575.00	4,176.00	7,080.62	26,831.62
Silvester, John A.	Field Assistant	20,095.00	3,738.00	8,663.61	32,556.61
Sjoerds, Rinus	Representative	15,575.00	2,526.00	6,621.54	24,722.54
Stack, Melvin	Assistant Editor of the ADVOCATE	27,706.10	1,378.70	3,933.34	33,018.14
Stankus, Robert T.	Representative	15,295.00	5,287.00	6,243.71	26,825.71

(A) Name	(B) Position	(C) Affil. Org.	(D) Gross Salary	(E) Allowances	(F) Expenses	(G) Other	(H) Total
Steill, Norma J.	Assistant to the President		$ 33,011.40	$ 2 621.00	$ 4,406.88		$ 40,039.28
Sterling, Brenda A.	Office		11,905.38	—0—	24.00		11,929.38
Stubblefield, Raymond M.	Special Assistant Health Care		25,523.50	3,642.00	6,427.28		35,592.78
Suttie, Rebecca H.	Office		11,469.37	—0—	12.00		11,481.37
Szadek, Louis	Prof. & Health Care Coordinator		17,495.00	3,841.00	13,423.29		34,759.29
Terry, Granville P.	Field Assistant		20,095.00	3,452.00	7,755.85		31,302.85
Thomas, Clarence O.	Field Assistant	Local #629	7,125.00	1,362.00	3,305.08		11,792.08
Thrugstad, Ronald E.	Representative		12,800.00	4,606.00	4,559.52		21,965.52
Tiner, Michael	Co-Director Legislative Affairs		19,461.93	2,331.00	1,217.82		23,010.75
Tracy, John D.	Representative		14,615.00	4,776.00	7,129.93		26,520.93
Turner, William T.	Assistant to Director		33,011.40	3,053.00	5,025.47		41,089.87
Tursky, Michael	Representative	Local #21	10,815.00	1,523.00	4,031.28		16,369.28
Vlsch, Charles L.	Field Assistant		19,070.00	2,969.00	5,808.89		27,847.89
Valentine, Pattye	Office		13,823.45	—0—	16.00		13,839.45
Valsecchi, Albert C.	Representative		15,575.00	5,177.00	8,232.68		28,984.68
	Assistant to the President		34,433.80	2,996.00	4,285.44		41,715.24
Wackett, Ronald	Assistant Director, Fringe Benefits		31,810.55	2,875.00	2,121.03		36,806.58
Wade, David A.	Assistant Director Int'l Affairs		30,259.35	2,640.00	5,123.41		38,022.76
Waldon, Miriam F.	Office		12,733.97	—0—	16.10		12,750.07
Walton, Robert M.	Representative		13,310.00	2,738.00	5,109.49		21,157.49

Wannamaker, Ann	Representative	$ 15,575.00	$ 3,407.00	$ 5,154.70	$ 24,136.70	
Wendel, Edward	Assistant General Counsel	38,485.76	1,443.00	3,012.31	42,941.07	
Whitesire, Oscar C.	Representative	15,575.00	3,653.00	6,266.53	25,494.53	
Whitlock, Gilbert	Representative Local #206	15,575.00	3,869.00	6,564.56	26,008.56	
Whittaker, James C.	Membership Service Representative	15,400.75	3,450.00	4,777.43	23,628.18	
Williams, Darlene M.	Office	12,262.00	—0—	3.00	12,265.00	
Williamson, Harriett D.	Office	16,678.22	250.00	27.50	16,955.72	
Wilson, Charles F.	Office	24,413.40	350.00	41.00	24,804.40	
Wittman, Robert L.	Collective Barg. Representative	28,311.00	2,595.00	3,665.30	34,571.30	
Wolfe, Maria L.	Office	11,469.37	—0—	12.00	11,481.37	
Youngblood, Mary Ann	Representative	15,575.00	3,502.50	6,179.85	25,257.35	
Abel, Betty L.	Office	11,087.35	—0—	—0—	11,087.35	
Abell, David A.	Staff Accountant	12,560.30	—0—	—0—	12,560.30	
Amon, John	Senior Accountant	16,791.90	—0—	—0—	16,791.90	
Benedict, Jacqueline C.	Office	11,341.91	—0—	—0—	11,341.91	
Blum, Barbara T.	Office	16,678.22	—0—	—0—	16,678.22	
Bradfield, Joan R.	Office	12,827.30	—0—	—0—	12,827.30	
Bryant, Iris	Office	11,153.74	—0—	—0—	11,153.74	
Buchanan, Ruth L.	Office	13,333.25	—0—	—0—	13,333.25	
Champ, Sonja T.	Office	13,521.47	—0—	—0—	13,521.47	
Cicero, Jeannette M.	Office	10,579.98	—0—	—0—	10,579.98	
Connelly, Thomas F.	Maintenance Personnel	13,012.03	—0—	—0—	13,012.03	
Costello, Sharon K.	Office	10,329.17	—0—	—0—	10,329.17	
Cox, Florence M.	Office	10,355.83	—0—	—0—	10,355.83	
Currie, Joseph M.	Maintenance Personnel	13,572.38	—0—	—0—	13,572.38	

(A) Name	(B) Position	(C) Affil. Org.	(D) Gross Salary	(E) Allowances	(F) Expenses	(G) Other	(H) Total
Dacey, Jean D.	Office		$ 11,357.46	$ —0—	$ —0—		$ 11,357.46
Davis, Mary L.	Office		11,941.87	—0—	—0—		11,941.87
Devens, Alexcis	Office		11,253.00	—0—	—0—		11,253.00
Ferguson, William P.	Maintenance Personnel		13,978.64	—0—	—0—		13,978.64
Flamish, Carol D.	Office		10,382.98	—0—	—0—		10,382.98
Garcia, Carmen	Office		13,888.94	144.00	286.66		14,319.60
Gassaway, Gloria J.	Office		11,138.41	—0—	—0—		11,138.41
Gould, Carol	Office		14,235.28	—0—	—0—		14,235.28
Hayden, Joseph A., Sr.	Maintenance Personnel		14,789.71	—0—	—0—		14,789.71
Hosch, Charlotte	Office		11,144.38	—0—	—0—		11,144.38
Jackson, Robert	Computer Operator		12,115.13	—0—	—0—		12,115.13
Jameson, James E.	Maintenance Personnel		10,451.26	—0—	—0—		10,451.26
Johnston, Florence E.	Office		12,953.22	—0—	—0—		12,953.22
Jolet, Sherri	Office		10,540.00	—0—	—0—		10,540.00
Kimble, Joan M.	Office		13,111.45	—0—	—0—		13,111.45
Laroque, Rebecca L.	Office		11,268.47	—0—	—0—		11,268.47
Lavoie, Monique Y.	Office		10,063.00	—0—	—0—		10,063.00
Mangum, Susan J.	Office		12,837.49	—0—	—0—		12,837.49
McCoy, Holly Ann	Office		16,529.22	—0—	—0—		16,529.22
McHan, Joseph P.	Computer Operator		10,849.12	—0—	—0—		10,849.12
Morgan, Nadine K.	Office		14,074.73	—0—	—0—		14,074.73
Moss, Linda E.	Office		11,855.36	—0—	—0—		11,855.36
Munley, Evon E.	Office		11,275.18	—0—	—0—		11,275.18
Murphy, Debra	Office		10,472.00	—0—	—0—		10,472.00
Newman, Patricia S.	Office		13,831.49	—0—	—0—		13,831.49
Nickles, Elizabeth A.	Office		11,213.67	—0—	—0—		11,213.67

Patterson, Wilma M.	Office	$ 10,977.46	$ —0—	$ —0—		$ 10,977.46
Peay, Carolyn A.	Office	10,893.73	—0—	—0—		10,893.73
Perrine, Donald	Office	12,353.22	—0—	—0—		12,353.22
Peters, Wendy K.	Office	11,513.00	—0—	—0—		11,513.00
Petrides, Sandra G.	Office	15,783.45	—0—	—0—		15,783.45
Plotner, Ruth	Office	11,951.79	—0—	—0—		11,951.79
Potenza, Mary Jane	Office	10,343.00	—0—	—0—		10,343.00
Richards, Timothy S.	Staff Accountant	15,944.33	112.00	388.57		16,444.90
Robertson, Sheree L.	Office	11,256.11	—0—	—0—		11,256.11
Robinson, Ruth B.	Office	12,587.57	—0—	—0—		12,587.57
Savage, Charmaine Y.	Office	12,550.27	—0—	—0—		12,550.27
Sloan, Betty L.	Office	13,563.89	—0—	—0—		13,563.89
Sutton, Judy J.	Office	12,765.80	—0—	—0—		12,765.80
Thompson, Barbara J.	Office	12,534.96	—0—	—0—		12,534.96
Turner, Phyllis A.	Office	12,257.59	—0—	—0—		12,257.59
Weatherby, Carol A.	Office	11,350.00	—0—	—0—		11,350.00
Wilson, Phyllis A.	Office	13,276.14	—0—	—0—		13,276.14
Wood, Ray F.	Assistant to the Manager	13,654.26	—0—	—0—		13,654.26
		$4,840,562.73	$672,871.11	$1,170,844.87	$715.52	$6,684,994.23
TOTAL TO SCHEDULE 10		$ 11,513.00	$ —0—	$ —0—		$ 11,513.00

SUPREME COURT OF THE UNITED STATES

No. 84-1493

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

FINANCIAL INSTITUTION EMPLOYEES OF AMERICA, LOCAL 1182, CHARTERED BY UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, ET AL.

ORDER ALLOWING CERTIORARI

Filed May 13, 1985

The petition herein for a writ of certiorari to the *United States Court of Appeals for the Ninth Circuit* is granted. This case is consolidated with case No. 84-1509, *Seattle-First National Bank* v. *Financial Institution Employees of America, etc., et al.*, and a total of one hour is allocated for oral argument.

SUPREME COURT OF THE UNITED STATES

No. 84-1509

SEATTLE-FIRST NATIONAL BANK, PETITIONER

v.

FINANCIAL INSTITUTION EMPLOYEES OF AMERICA, ETC., ET AL.

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Filed May 13, 1985

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